MORTGAGE DEED

THIS INDENTURE, made this 30th day of August, 1973, between

DONALD W. BAUGHMAN AND MARY LOU BAUGHMAN HUSBAND AND WIFE

hereinafter referred to as mortgagors, and Cheyenne Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as mortgagee,

WITNESSETH, that the said mortgagors, for and in consideration of the sum of

SEVENTEEN THOUSAND EIGHT HUNDRED AND NO/100---------- DOLLARS,

to them in hand paid by the mortgagee, receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of ~~Laramie~~, State of Wyoming, described as follows, to-wit:

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all hereditaments and appurtenances and all other rights thereunto belonging or in any wise now or hereafter appertaining and the reversion and revisions, remainder and remainders, rents, issues and profits thereof. Mortgagor expressly agrees that there shall be included within this mortgage all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use and occupation of the premises, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns. The mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD said premises unto said mortgagee, its successors or assigns, forever, together with the tenements, hereditaments and appurtenances, all and singular, thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws.

This grant is intended as a mortgage to secure the payment of a promissory note payable to the order of the mortgagee for the principal sum above mentioned, and interest, said principal and interest being payable in monthly installments of $225.53 each, the first such installment being due on the 5th day of March, 1974, and a like sum due upon said day of each month thereafter until principal and interest are fully paid.

The mortgagors hereby covenant and agree with said mortgagee, its successors or assigns, as follows:

To pay promptly all and singular the principal and interest of said note in accordance with its terms and provisions.

To pay when due all taxes, assessments and other levies upon said premises, and to execute, if demanded by the mortgagee, a supplemental agreement providing for the accumulation in advance of funds sufficient to pay said taxes, assessments, and other levies, and insure their payment when due.

INSURANCE CLAUSE: To keep the buildings now existing or hereafter erected on the premises insured at mortgagor's expense against loss by fire, tornado, hail and other hazards, casualties and contingencies in an amount not less than the principal sum of the mortgage with insurance companies approved by mortgagee. The policies and renewals thereof shall be held by mortgagee and have a loss payable clause in favor and in form acceptable to the mortgagee. In the event of loss, mortgagor will immediately give notice to mortgagee who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee or jointly to mortgagor and mortgagee as the mortgagee may direct. The proceeds of such insurance may be applied by mortgagee at its option either to reduction of the indebtedness hereby secured or to restoration and repair of the premises. In event of foreclosure or transfer of title in extinguishment of the indebtedness secured hereby all rights, title and interest of mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee.

Not to permit, commit, or suffer any waste, impairment or deterioration of said property, and notwithstanding natural depreciation, to keep said property and improvements at all times in good condition and repair.

That they are lawfully seized of said premises in a good and indefeasible estate in fee simple; that they are free from incumbrances; and that they will warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

That if they shall fail to pay all taxes, assessments and other levies when due or shall fail to keep said buildings insured, as above covenanted, then the mortgagee, its successors or assigns, may pay said taxes, assessments, and other levies, or for said insurance, and the sum or sums so expended shall be added to the debt hereby secured and shall draw interest at the rate of seven per centum per annum until paid.

These presents shall be void if said note be paid in accordance with the terms and provisions thereof and if any indebtedness by reason of payment of taxes, assessments, insurance, and other levies, with interest as above provided, shall have been fully paid and discharged, otherwise to be and remain in full force and effect.

In case the mortgagors fail to pay any installment payment provided for in said note when due or fail to pay taxes, assessments and other levies when due, or fail to keep said buildings insured, or in good condition and repair, or breach any covenant herein contained, the entire sum hereby secured, at the option of the mortgagee, its successors or assigns, shall become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and the mortgagee, its successors or assigns, may immediately foreclose this mortgage by advertisement and sale of said premises under and by virtue of the statutes of the State of Wyoming applicable to the foreclosure of real estate mortgages by advertisement and sale and the power of sale contained herein, and out of the moneys arising from such sale, retain the principal and interest which shall then be due on said promissory note, together with the costs and expenses of said foreclosure sale, including reasonable attorney fees, and also the amounts of any payment of taxes, assessments, insurance, abstracts, and other levies, with interest, that may have been made by reason of the permission above given, rendering the overplus (if any there shall be) unto said mortgagors, their heirs, executors, administrators or assigns; provided said mortgagee, its successors or assigns, may, instead of foreclosing said mortgage by advertisement and sale, as hereinbefore set forth, foreclose the same by court action, in which event reasonable attorney fees to be fixed and determined by the Court shall be allowed said mortgagee.

It is expressly agreed that if proceedings be commenced for the foreclosure of this mortgage, either by the statutory method of advertisement and sale, or by action in Court, then and in either case, the rents, issues and profits of said premises and appurtenances from the time of default and during the period of redemption shall be held and chargeable for, to and with the payment of the indebtedness hereby secured, costs, attorney fees, and other disbursements made under the terms hereof, and any court of competent jurisdiction, upon application made by said mortgagee, its successors or assigns, shall appoint said mortgagee, its successors or assigns, or any other suitable person, as receiver of said premises and of the rents, profits and issues thereof, which said receiver shall have the right and authority to enter into immediate possession of said premises and all improvements thereon, and to care for and manage the same, and to collect all rents, issues and profits therefrom from the time of said default and during the pendency of such foreclosure proceeding or suit, and during the period of redemption from sale of said premises under foreclosure and such rents, issues and profits, if any, shall be first applied to the costs and expenses of said receivership and then toward the satisfaction of the indebtedness hereby secured and the costs of such foreclosure.

It is further agreed that the terms, conditions, covenants and provisions hereof shall apply to and bind the respective parties, their heirs executors, administrators, successors and assigns.

It is further agreed that the taking of additional security of any nature shall not impair or release this mortgage; and as further security this mortgage shall become due and payable in full forthwith at the option of the mortgagee if the mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any other person or persons in any manner whatsoever, and the acceptance of any monthly payment by the mortgagee shall not constitute a waiver of the option herein contained.

PERSONAL LIABILITY: That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the mortgagor binds himself personally to pay the unpaid balance and the mortgagee will be entitled to a deficiency judgment.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

In the presence of

released
Book 194 Page 526

1

Those portions of the Northwest Quarter of the Northwest Quarter of Section 25 and the Northeast Quarter of the Northeast Quarter of Section 26, Township 33 North, Range 109 West, lying north of U. S. Highway 187, which are particularly described as follows:
Beginning at the Northwest corner of said Section 25; Thence S89°42.5'E along the north line of Section 25 a distance of 581.20 feet;
Thence S35°04'W a distance of 819.75 feet to a point on the northerly right-of-way line of U. S. Highway 187;
Thence N54°56'W along said right-of-way line a distance of 139.21 feet to a point on the west line of said Section 25;
Thence N54°56'W, continuing along the northerly right-of-way line of U.S. Highway 187 a distance of 876.02 feet to the most southerly corner of that tract previously conveyed to Ray Brazell;
Thence N35°04'E along the southeasterly boundary of said Brazell tract a distance of 110.5 feet to a point on the north line of said Section 26;
Thence N89°59'E along said north line of Section 26 a distance of 660.0 feet to the point of beginning.

THE STATE OF WYOMING }
COUNTY OF ~~XXXXXXX~~ LARAMIE } ss.

On this 30th day of August, 19 73, before me personally appeared
DONALD W. BAUGHMAN AND MARY LOU BAUGHMAN
husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 30th day of August, 19 73

My commission expires June 21, 1976

Notary Public

137938

RECORDED September 13 19 73 11:30 AM
IN BOOK 25 mortgages PAGE 1
FEES $4.00 Laura R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yoke Deputy

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF LARAMIE } ss.

On this.....day of....., 19...., before me personally appeared .....
.....,
to me known to be the person described in and who executed the foregoing instrument and acknowledged that.....executed the same as .....free act and deed.

Given under my hand and notarial seal this..... day of....., 19.....

.....
Notary Public

My commission expires on the.....day of....., 19.....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF LARAMIE } ss.

On this.....day of....., 19...., before me personally appeared .....
.....,
to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of
....., the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said ..... acknowledged said instrument to be the free act and deed of said Corporation.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

.....
Notary Public

My commission expires on the.....day of....., 19.....

No.....

MORTGAGE DEED

.....

.....

.....

TO

Cheyenne Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF LARAMIE } ss.

This Deed was filed for record at.....o'clock .....M., on the.....day of....., A. D. 19...., and duly recorded in Book..... on Page.....

.....
County Clerk and Ex-Officio Register of Deeds.

By.....
Deputy.

Fee.....

Form ... Printing & Mailing Co.
Cheyenne

CHEYENNE FEDERAL SAVINGS AND LOAN ASSOCIATION
P. O. Box 635—Cheyenne, Wyoming

Released
Mar 19 580

REAL ESTATE MORTGAGE FORM FLO 208-65 (2-72)

Date August 27, 1973

Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick, husband and wife,

, Mortgagors.

of Sublette County, Wyoming, In consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

	SEC.	TWP.	RG.
Lot 2 of the Shriver Subdivision as the same appears of record in the office of the Clerk of Sublette County, Wyoming; and that part of the NE¼ SW¼ described as follows: Beginning at the Southwest corner of Lot 2 of the Shriver Subdivision as the same appears of record in the office of the Clerk of Sublette County, thence South 76 degrees 34 minutes East 152.3 feet along the South line of said Lot 2 to the Southeast corner, thence South 1 degree 10 minutes East 220.8 feet along the West line of Lot 1 of said subdivision to the Southwest corner of said Lot 1, thence North 31 degrees 30 minutes West 294.3 feet to the corner of beginning -	29	34N	109 W 6th P.M.

together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and the furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of TWENTY THOUSAND AND NO 100 - DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of September, 1993. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the rate of ten percent per annum.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the rate of ten percent per annum, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

Pamelyn R. Kirkpatrick (SEAL)

Larry J. Kirkpatrick (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 24th day of September, A.D., 1973, before me, a Notary Public in and for said County and State, personally appeared Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires September 23, 1973

Richard M. Bissell
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. _____

Abstract No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was filed for record at 1:30 o'clock, P M., on the 13th day of September, 1973, and duly indexed and recorded in Book 245 Misc. Page 4, of the Real Estate Mortgage records.

_____
County Recorder/Register of Deeds

By _____
Deputy

Fee $ 3.00

113906

Rlsd. BK 17 pg 146

6

109801

RECORDED September 17 1973 9:05 A M
IN BOOK 25 Mortgage PAGE 6
FEES $ 9.00 Jeanne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("mortgage") made and entered into this 31 day of July, 1973, by and between JOHN P. ALBANESE of Casper, Natrona County, Wyoming, ("Albanese"), being the mortgagor and debtor hereunder, and having his mailing address as 111 East "A", Casper, Wyoming 82601, and THE WYOMING NATIONAL BANK OF CASPER ("Bank"), being the mortgagee and secured party hereunder, and being a national banking association organized and existing under and by virtue of the laws of the United States of America and having its office and principal place of business in the City of Casper, Natrona County, State of Wyoming and having its mailing address as Post Office Drawer 2799, Casper, Wyoming 82601,

WITNESSETH:

THAT WHEREAS simultaneously with the delivery of this mortgage Albanese has borrowed from the Bank or the Bank has committed to loan to Albanese up to a total principal sum of Forty Thousand Dollars ($40,000.00) and has evidenced his obligation to repay the same by a promissory note ("note") of even date herewith, and desires hereby to secure the payment of said indebtedness, and all extensions or renewals thereof, and

WHEREAS, all conditions necessary to authorize the borrowing of said principal sum (the "indebtedness") and to authorize the execution and delivery of the note and this mortgage have been complied with by Albanese.

NOW THEREFORE, to secure the payment of the indebtedness and the performance of the covenants, agreements and undertakings contained in the note, and in consideration of the premises and the loan made to him by said Bank, Albanese does hereby MORTGAGE, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to the Bank, its successors and assigns, all and singular the real and personal properties, rights and interest below described and specified (the said properties, rights and interests being the collateral hereunder, and being herein referred to as the "mortgaged property") to wit:

All of Albanese' right, title and interest in and to the oil and gas lease or to the specific wells hereinafter described, together with his interest in the minerals produced therefrom and the personal property thereon situate:

I. Bird Canyon Field - Sublette County, Wyoming

A. Federal Lease W-15340 - Well No. 33-24

Township 27 North, Range 112 West
Section 24: E½

B. Federal Lease W-2108 - Well No. 22-25

Township 27 North, Range 112 West
Section 25: W½

C. Federal Lease W-2690 - Well No. 22-31

Township 27 North, Range 111 West
Section 31: W½

D. Federal Lease W-3776 - Well No. 33-25

Township 27 North, Range 112 West
Section 25: E½

II. Rocking Chair Field - Lincoln County, Wyoming

A. 22-24 Morrison - McGinnis Well

Township 26 North, Range 113 West
Section 24: NW¼

TO HAVE AND TO HOLD the mortgaged property unto the Bank forever, provided, however, that if all of the indebtedness be paid as the same becomes due and payable and if the covenants, warranties, undertakings and agreements made herein are kept and performed, then, and in that case only, this mortgage shall become void and the interest of the Bank in and to the mortgaged property shall terminate and the mortgaged property shall become wholly free of the liens, conveyances and assignments created and provided for herein, and this instrument shall thereupon be released of record at the cost of Albanese.

ARTICLE I

INDEBTEDNESS SECURED

1.1 This mortgage is made to secure and enforce the following obligations, liabilities, and indebtedness of Albanese:

(a) That certain note dated August 31, 1973 in the principal sum of Forty Thousand Dollars ($40,000.00), made by Albanese and payable in accordance with the terms thereof to the order of the Bank on or before one year from date bearing interest at the rate of Eight and One-Half percent (8½%) per annum.

(b) All renewals and extensions, in whole or in part, of the note and all additional notes, advancements thereunder or other evidences of indebtedness at any time or from time to time made or given by Albanese in substitution for said promissory note.

(c) All other debts, obligations, or liabilities of Albanese to the Bank, absolute or contingent, now existing or hereafter arising by reason of any future advances of money or credit that may be made by the Bank to Albanese at the option of the Bank.

ARTICLE II

WARRANTIES AND COVENANTS

2.1 Albanese warrants, covenants and represents as follows:

(a) That Albanese has good right and authority to mortgage, grant, bargain, sell, pledge, assign, transfer and convey his right, title and interest in and to the mortgaged property in the manner and form hereby done or intended;

(b) Albanese' right, title and interest in the mortgaged property is free and clear of all liens and encumbrances.

2.2 So long as the indebtedness or any part thereof remains unpaid, Albanese, for himself, his successors and assigns, covenants and agrees with the Bank as follows:

(a) Albanese shall make prompt payment of the note, together with all interest thereon accrued, as and when the same becomes due fully in accordance with the terms and tenor of said note, and will pay all other indebtedness hereby secured as and when the same becomes due;

(b) Albanese shall promptly pay before delinquency taxes owing by him, including all real and personal property taxes assessed against, measured by or imposed with respect to the mortgaged property, or any part thereof or the production therefrom;

(c) Albanese shall maintain and preserve the lien evidenced hereby as a first and prior lien on the mortgaged property and will not create or permit the creation of any other lien or charge against the mortgaged property which might in any manner be or become a lien or charge thereon superior to the lien and charge of this mortgage;

(d) Albanese, upon the request of the Bank, shall promptly correct any defect or omission which may be discovered in the content of this mortgage or in the execution or acknowledgement hereof, and shall execute and deliver such further instruments and do such further acts as reasonably may be required by the Bank to more effectively carry out the purposes of this mortgage and to subject to the lien hereof any of Albanese' properties, rights or interests intended to be covered hereby, and to perfect and maintain such lien;

(e) In the event the title of Albanese in the mortgaged property or any part thereof is

shown to be defective with the result that proceeds of oil, gas or other mineral production therefrom are withheld by the purchaser thereof, Albanese shall promptly and at his sole cost remedy any such defect;

(f) Albanese, both before and after the payment of the indebtedness, shall indemnify and save and hold the Bank free and harmless from and against any and all liabilities, claims, demands, liens, judgments, costs, charges and attorneys' fees that may be incurred or suffered by the Bank by reason of its receipt hereunder of proceeds of hydrocarbons or other minerals produced from the mortgaged property which may be claimed by third persons;

(g) Albanese shall faithfully and punctually perform each and every covenant and undertaking by him made herein.

2.3 In the event Albanese fails to perform any act which he is required to perform hereunder, or to pay any money which he is required to pay hereunder, the Bank may at its election perform or cause the same to be performed or pay such money, and any expenses thereby incurred by the Bank shall be a demand obligation owing by Albanese, shall bear interest at the rate of 10% per annum until paid, and shall be part of the indebtedness hereby secured, and the Bank, upon making any such payment, shall be subrogated to all of the rights of the person, corporation, or body politic receiving such payment.

ARTICLE III

REMEDIES IN THE EVENT OF DEFAULT

3.1 The term "default" as used herein shall mean the occurrence of any of the following events:

(a) Failure of Albanese to make due and punctual payment of the indebtedness or the interest thereon, or of any other indebtedness secured hereby, or any part thereof, as the same shall become due and payable, whether at maturity or when accelerated pursuant to any power to accelerate contained in the note or contained herein;

(b) The failure of Albanese to punctually and properly observe, keep or perform any covenant, agreement or conditions (other than prompt payment which shall be governed by the preceding paragraph and require no notice be given to Albanese) made or required of him herein, if such failure continues for thirty (30) days after written notice and demand by the Bank for the performance of such covenant, agreement or condition;

(c) Breach, in any material respect, of any warranty or representation made herein by Albanese;

(d) The insolvency of Albanese or his inability to pay his debts as the same mature;

(e) The appointment of a receiver for all or substantially all of Albanese' properties or of Albanese' interest in the mortgaged property or any part thereof;

(f) Albanese' adjudication as a bankrupt or his request by way of petition or answer that he be adjudicated a bankrupt or insolvent, or for any composition, rearrangement, extension, reorganization, or other relief under any bankruptcy law or any other law for the relief of debtors now or hereafter existing;

(g) The making of a general assignment of Albanese for the benefit of his creditors.

3.2 Upon the occurrence of a default, the Bank shall have the option of declaring the indebtedness secured hereby to be immediately due and payable in its entirety, and the liens evidenced hereby shall thereupon be subject to foreclosure in any manner provided for herein or provided for by law, including advertisement and sale, as the Bank may elect.

3.3 Upon the occurrence of a default, the Bank may proceed pursuant to the applicable statutes to sell the mortgaged property (the power of sale permitted and provided for by statute being hereby expressly granted to the Bank by Albanese) upon such notice as may be required by law or, alternatively, the Bank may proceed by suit before any court of competent jurisdiction for the foreclosure of this mortgage and for the sale of the mortgaged property under judgment or decree, or for the enforcement of any other appropriate legal or equitable remedy.

3.4 The proceeds of any foreclosure sale, whether under power of sale or under decree of court, shall be paid to and received by the Bank, and shall be applied by the Bank as follows:

First: To the payment of all necessary costs and expenses incident to foreclosure, including attorneys' fees in an amount equal to ten percent (10%) of the indebtedness owing at the time of default, and

Second: To the payment of the indebtedness secured hereby, and

Third: The remainder, if any, shall be paid to Albanese or to whomever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

3.5 The Bank shall have the right to become the purchaser at any foreclosure sale hereunder and may credit upon the amount of its bid, to the extent necessary to satisfy such bid, the indebtedness secured hereby.

3.6 At any foreclosure sale hereunder the mortgaged property may be sold as an entirety or in parcels, as the Bank may elect.

3.7 After an event of default has occurred, and in addition to all other remedies herein provided for, the Bank shall as a matter of right be entitled to the appointment of a receiver or receivers of the Bank's choice for all or any part of the mortgaged property, whether such receivership be incident to a proposed sale thereof or otherwise, and Albanese hereby consents to the ex parte appointment of such receiver or receivers and shall not oppose any application made therefor by the Bank in the event of default.

3.8 In addition to the remedies herein provided for, the Bank shall be entitled to avail itself or all other remedies as may now or hereafter exist at law or in equity for the collection of the indebtedness and the enforcement of the covenants and undertakings herein and the foreclosure of the liens evidenced hereby, including the rights and remedies afforded a Secured Party under the Uniform Commercial Code as to the collateral subject to the liens created herein, and the resort to any remedy provided for herein or otherwise provided by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. In conjunction with the summary remedies granted by applicable law Albanese specifically waives any right which he may have to a hearing prior to the Bank's right to take possession of the property and such waiver is made with the understanding that, without such specific waiver, Albanese may be entitled to such a hearing whether or not provided by statute.

3.9 To the extent that Albanese lawfully may do so, Albanese shall not insist upon, plead or in any manner claim or take the benefit of any stay or execution law now or at any time hereafter in force in the state where the mortgaged property, or any part thereof, may be situate. After any sale or sales of the mortgaged property Albanese shall not claim or exercise any right under statute enacted by the United States of America or by the state in which the mortgaged property is located, or otherwise, to redeem the property so sold or any part thereof, and Albanese hereby expressly waives all benefit and advantage of any redemption law or laws and shall not hinder, delay or impede the execution of any power herein granted and shall permit the exercise of every such power as though no such law or laws had been enacted.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1 This Mortgage shall constitute a real property mortgage upon Albanese' interests in the real property described and upon Albanese' interest and estate in and to any items of the mortgaged property described in the granting clause of this mortgage which may be deemed to be interests in real property or interests having the nature of real property; in addition, this mortgage shall constitute a Security Agreement under the provisions of the Uniform Commercial Code insofar as any part of the mortgaged property specified and described in the granting clause hereof may be deemed to be personal property and "collateral" as that term is used and defined in the Uniform Commercial Code, the Bank as the Secured Party hereunder, being hereby afforded

a security interest therein conformable to and in accordance with the provisions of the Uniform Commercial Code. Further this mortgage shall constitute a security interest upon and against the contract rights of Albanese under the certain Gas Purchase Agreement between FMC Corporation, as buyer, and Westrans Petroleum, Inc., et al, as seller, dated August 1, 1972.

4.2 The Bank, upon the release of this mortgage, shall execute and furnish to Albanese such division orders, transfer orders or other instruments as may be required by any pipeline company, gathering company or purchaser of production from the mortgaged property to enable Albanese thereafter to receive all production and proceeds therefrom in the event the Bank shall have theretofore been receiving the proceeds.

4.3 No delay or omission in exercising or enforcing the rights and powers herein granted shall be held to exhaust such rights and powers or to be considered as a waiver thereof and every such right and power may be exercised from time to time against the mortgaged property or any part thereof.

4.4 Albanese has, concurrently with the execution hereof, executed and delivered to the Bank an assignment of proceeds of production from the mortgaged property and an assignment of Albanese' interest in that certain Gas Purchase Agreement with FMC Corporation dated August 1, 1972 covering the Bird Canyon properties. In the event of a default or in the event Bank should deem itself insecure it shall have the right to exercise the privileges of the assignment and receive payment of the production proceeds. Until notified of the exercise of the Bank's rights hereunder any purchaser of production shall be entitled to pay proceeds thereof to Albanese.

4.5 All notices, statements, or other instruments authorized or required to be given hereunder shall be directed to the respective parties at the following addresses:

As to Albanese:

John P. Albanese
111 East "A"
Casper, Wyoming 82601

As to Bank:

The Wyoming National Bank of Casper
Post Office Drawer 2799
Casper, Wyoming 82601
Attention: Mr. A. F. Haskey
Executive Vice President

and all such notices, statements or instruments shall be deemed to have been delivered forty-eight hours after the same have been deposited in the United States mails at Casper, Wyoming, so addressed, with postage prepaid, registered and with return receipt requested.

4.6 The terms, provisions, covenants and conditions hereof shall be binding upon Albanese, his successors and assigns, and shall inure to the benefit of the Bank, its successors and assigns.

John P. Albanese

ATTEST:

THE WYOMING NATIONAL BANK OF CASPER

~~Cashier~~

By
Executive Vice President

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by John P. Albanese this 14 day of O.C., 1973.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Oct. 30, 1976.

SUBLETTE COUNTY ABSTRACT & TITLE CO.
P. O. Box 728, Pinedale, Wyo.

FNMA #1

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the Cheyenne National Bank, a corporation organized and doing business under the laws of the United States of America, and having its principal office at Cheyenne, Wyoming, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of Thirty three thousand three hundred and no/100- - - - - - - - Dollars to it in hand paid by WYOMING HOSPITAL SERVICE, , Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell,assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 10th day of August , in the year One Thousand Nine Hundred and seventy-three , made by Rickerd S. Hoffman and Beverly Jean Hoffman, husband and wife in favor of Cheyenne National Bank and conveying the following described property:

Lot Three (3) Rendezvous Subdivision as the same appears of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; TOGETHER with all water and water rights, ditches and ditch rights.

139068

RECORDED September 17 1973 9:00 A M
IN BOOK 25 Mortgage PAGE 14
FEES $2.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lena L. Zfake Deputy

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in said County of Sublette on the 16th day of August , in the year 19 73 , in Book 24 of Mortgages, at Page 664 together with the notes and obligations therein described:

TO HAVE AND TO HOLD the same unto the said party of the second part, their executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its Vice - President, and sealed with its corporate seal, attested by its Ass't Vice President, this 14th day of September 19 73 .

CHEYENNE NATIONAL BANK

By: M. M. Olson, Vice President

ATTEST:

Yvonne Cavanaugh, Ass't Vice President

THE STATE OF WYOMING)
ss
COUNTY OF LARAMIE)

On this 14th day of September , 19 73 , before me appeared M. M. Olson , to me personally known, who, b eing by me duly sworn, did say that he is the Vice President of Cheyenne National Bank, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said M. M. Olson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 14th day of September , 19 73 .

ANNA HUMPHREY - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Sept. 9, 1975

Anna Humphrey
Notary Public

My commission expires: _____

yc

MORTGAGE

THIS MORTGAGE, made this 19th day of September, 1973, between Ward V. Rumpler and Mary Lou Rumpler, husband and wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and the Rock Springs National Bank, a United States banking corporation, doing business at Rock Springs

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Thirty-one thousand and no/100----------

---

($ 31,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

A piece, parcel or tract of land lying in the northeast quarter of Section 26, Township 33 North, Range 109 West of the 6th P. M., Sublette County, Wyoming and being more particularly described as follows:

Beginning at a point that lies on the North-South center of Section line which is South 0° 13' West at a distance of 1495.10 feet from the North quarter corner of said Section 26;

Thence continuing South 0° 13' West along the North-South center of section line for a distance of 328.77 feet;

Thence South 89° 47' East for a distance of 536.27 feet;
Thence North 0, 13' East for a distance of 167.37 feet;
Thence North 6° 55' West for a distance of 162.65 feet;
Thence North 89° 47' West for a distance of 516.07 feet; to the point of beginning.

Said parcel of land contains an area of 4.010 acres, more or less.

100106

RECORDED September 20 1973 9:03 A M
IN BOOK 35 Mortgage PAGE 15
FEES $ 4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou Jo Tyska Deputy

5-14-86
Rlse mtg B. 13, P. 232

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Thirty-one thousand and no/100----------

($ 31,000.00--) Dollars, together with interest thereon at the rate of ----eight----per cent (8----%) per annum from September 19, 19 73, until paid, according to the conditions of one promissory note, dated September 19, 19 73, the ultimate maturity date of which is September 19, 19 93, which promissory note was executed and delivered by Ward V. Rumpler and Mary Lou Rumpler, husband and wife, payable at the rate of Two hundred fifty-nine and 30/100 Dollars($259.30)per month beginning October 19, 1973

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Thirty-one hundred and no/100----------

($ 31,000.00---) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of ten days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

[redacted] [redacted] [redacted]

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Ward V. Rumpler

Mary Lou Rumpler

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 19th day of September, 1973, before me personally appeared

Ward V. Rumpler and Mary Lou Rumpler, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: October 20, 1975

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the person____described in and who executed the foregoing instrument, and acknowledged that_____ executed the same as_____free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: _____

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this _____ day of _____, 19____, before me personally appeared

_____to me personally known, who, being by me duly sworn, did say that he is the_____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said_____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires: _____

18

Released BK 13 RLS. PG 548

MORTGAGE DEED FORM T – 4 1/2

COURTESY OF
THE TITLE GUARANTY COMPANY OF WYOMING, INC.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert A. Harrower and Karen B. Harrower
husband and wife

mortgagors, of Sublette County, State of Wyoming, to secure the payment of TWENTY-TWO THOUSAND FIVE HUNDRED - - - - - - - - - - - - - - - - - - Dollars, due June 1, 1993 with interest from 9-20-73 at the rate of eight 3/4 per cent per annum, payable annually evidenced by one promissory note, of even date herewith, Robert A. Harrower and Karen B. Harrower do hereby mortgage to First Security Bank of Idaho, National Association mortgagee, of Bonneville County, State of Idaho the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots numbered 6 and 7 in Block 23 of the Hennick Addition to the town of Pinedale, Sublette County, Wyoming

138109

RECORDED September 20 1973 10:00 A M
IN BOOK 25 Mortgage PAGE 18
FEES $3.00 Laura R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty Two Thousand Five Hundred Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including Three Thousand Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 15th day of September A. D. 19 73.

In the presence of

Robert A Harrower

Karen B Harrower

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 19th day of September, 19 73, before me personally appeared Robert A. Harrower and Karen B. Harrower

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, the day and year in this certificate first above written.

Agnes Ann

My commission expires on the 4th day of June A. D. 19 74

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of } ss.

On this day of, 19, before me personally appeard

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of A. D. 19

Notary Public.

My commission expires on the day of A. D. 19

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

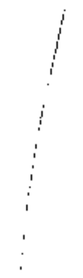
This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] [redacted]



[redacted] [redacted] [redacted]

Position 5

USDA-FHA
Form FHA 427-1 WY
(Rev. 7-1-73)

REAL ESTATE MORTGAGE FOR WYOMING

1200
G.W.

KNOW ALL MEN BY THESE PRESENTS, Dated October 3, , 1973

WHEREAS, the undersigned Nelson David Walker,

and Pamela Jo Walker, his wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address

is Pinedale, Wyoming 82941,
herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
October 3, 1973	$21,000.00	7½%	October 3, 2006

138230
Mtge B10 P18

RECORDED October 3 1973 1:15 P M
IN BOOK 25 Mortgage PAGE 21
FEES $5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yoke Deputy

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming, County(ies) of

Sublette:

Lot Six (6), Block Three (3), Cooley Eighth Addition to the Town of Pinedale, Wyoming, as the same appears of record on the map or plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming: SUBJECT TO easements and rights of way of record or in use; SUBJECT TO reservations and restrictions contained in United States Patents; and SUBJECT TO Restrictions and Covenants Running with the Land in the Cooley Eighth Addition to Town of Pinedale, Wyoming, recorded in the Office of the County Clerk on June 27, 1973 in Book 29 of Miscellaneous at page 64.

EXCEPT grantors waive square foot requirement of 1200 square feet to the extent that grantees may build a dwelling of 1140 square feet.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes as illegal and and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Casper, Wyoming 82601, and in the case of Borrower to him at his post office address stated above.

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purposes, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Nelson David Walker

Pamela Jo Walker

STATE OF WYOMING

ACKNOWLEDGMENT

COUNTY OF .....

The foregoing instrument was acknowledged before me this ..... day of .....,

by .....

Witness my hand and official seal.

(SEAL)

.....
Notary Public

My commission expires: .....

ACKNOWLEDGMENT

State of Wyoming)
) SS
County of SUBLETTE)

The foregoing instrument was acknowledged before me by Nelson David Walker

Pamela Jo Walker, _____, this 3rd day of

April, 1973.

Witness my hand and official seal.

(SEAL) _____)
Notary Public

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KYLE B. WALKER and BEVERLY C. WALKER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eight thousand four hundred eighty five dollars & 92/ Dollars, due 10-1-79 with interest from 9-18-73 at the rate of 9½% per cent per annum, payable 72 ~~annually~~ monthly evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE, Pinedale, Wyoming mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tracts Three (3) and Four (4), Tyler Subdivision as the same appears of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States Patents; and
SUBJECT TO easements and rights of way of record or in use.

100886

Released 9 mtg Rbk Pg 120

RECORDED October 3 1973 2:00 P.M
IN BOOK 25 Mortgages PAGE 25
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kris L. Clarke Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $8,485.92 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 18th day of September A. D. 19 73.

In the presence of

x Kyle B. Walker
Kyle B. Walker

Beverly C. Walker
Beverly C. Walker

State of Wyoming }
County of Sublette } ss.

Kyle B. Walker & Beverly C. Walker

The foregoing instrument was acknowledged before me this 18th day of September, 1973.

Witness my hand and official seal.

Nancy M. Kenyon - Notary Public
County of Sublette State of Wyoming
My Commission Expires Feb 17, 1975

Nancy M. Kenyon
Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] [redacted]

WYOMING

VA FORM 26-6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 4th day of October ,

19 73 , Oliver Lavern Palmer and Kathryn L. Palmer, his wife who,

whether one person or more, are herein called MORTGAGOR whose address is Big Piney, Wyo 83113

hereby MORTGAGES

to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America
whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such
with POWER OF SALE, the property situate in the County of Sublette Wyoming
described as follows, to wit:

Lots One (1), Two (2), Three (3) and Four (4), Block Forty-one (41), Townsite of Marbleton, Sublette County, Wyoming as the same appears of record on the official plat thereof filed for record in the office of the County Clerk, Sublette County, Wyo.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of Twenty Thousand Six Hundred and 00/100- - - - - - - - - - - - - - - - - DOLLARS

($20,600.00) with interest at the rate of seven per centum (7 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of One Hundred Forty-five and 60/100- - - - - - DOLLARS

($145.60), commencing on the 1st day of November , 19 73 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of October, 1998.

By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	185	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

Assigned
26 mtg Pg 123

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Oliver Lavern Palmer
Oliver Lavern Palmer — Mortgagor

Kathryn L. Palmer
Kathryn L. Palmer — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 4th day of October, 19 73, before me personally appeared Oliver Lavern Palmer and Kathryn L. Palmer, his wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E. Sievers
Notary Public

My commission expires on the 22 day of April, 19 74.

136619

RECORDED October 4 19 73 11:30 AM
IN BOOK 25 Mortgage PAGE 27
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lavon L. Yake Deputy

ASSIGNME[redacted]ORTGAGE—FORM NO. 11 [redacted] [redacted]

KNOW ALL MEN BY THESE PRESENTS: That John B. Roden, Jr.

of the first part in consideration of the sum of $1.00 and other valuable considerations Dollars to in hand paid by Hilltop National Bank, a corporation, Casper, Wyoming

of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 12th day of November, in the year One Thousand Nine Hundred and 72 made by Martin F. Douglas and Evelyn M. Douglas, husband and wife, in favor of John B. Roden, Jr. and conveying the Property known as: Lots numbered 13 through 24, both inclusive, in Block numbered 38, and Lots numbered 1 through 12, both inclusive, in Block numbered 47, Marbleton Townsite, Sublette County, Wyoming, together with all improvements thereon situate.

Section No. ---, in Township No. ---, in Range No. ---, West of the 6th P. M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of County Clerk in the said County of Sublette on the 16th day of November, in the year of 1972, in Book 24 of Mortgages, at page 299, together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, their executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

In Witness Whereof, I hereunto set my hand and seal this 9th day of October in the year One Thousand Nine Hundred and 73

x John B. Roden Jr.

In the presence of

THE HILLTOP NATIONAL BANK

BY: Glenn F. Rutherford
Executive Vice President

(Wyoming law requires witness to signature on Release of Mortgage)

THE STATE OF WYOMING }
County of Natrona } ss.

On this 9th day of Oct, 1973, before me personally appeared John B. Roden, Jr.

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 9 day of Oct A. D. 1973

Janet Summerford

138385

My commission expires on the 22nd day of Sept A. D. 1976

RECORDED October 11 1973 9:45 AM
IN BOOK 25 Mortgages PAGE 28
FEES 2.00 Clerk COUNTY CLERK
SUBLETTE COUNTY CLERK
By Marie Green Deputy

Janet F. Summerford — Notary Public
[illegible] County of
[illegible] State of
My Commission Expires Sept. 22, 1976

23

MORTGAGE BLANK - FORM NO. 2-A

23

Release, Book 13, Page 317

MORTGAGE

THIS MORTGAGE, made this 10th day of October, 1973, between Courtney J. Skinner and Mary P. Skinner, husband and wife, of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and the Rock Springs National Bank, a United States banking corporation, doing business at Rock Springs of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Thirty-five thousand and no/100----------

---

($ 35,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot Five (5) of the Halfmoon Mountain Subdivision, more particularly described as $SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$ Section 7, Township 33 North, Range 108 West of the 6th Principal Meridian, Wyoming.

138386

RECORDED October 11 1973 9:05 AM
IN BOOK 25 Mortgage PAGE 29
FEES $ 4.00 Muriel Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Thirty-five thousand and no/100---------- ($35,000.00--) Dollars, together with interest thereon at the rate of ---------nine---------per cent (9--- %) per annum from October 10, 1973, until paid, according to the conditions of one promissory note, dated October 10, 1973, the ultimate maturity date of which is October 10, 1993, which promissory note was executed and delivered by

Courtney J. Skinner and Mary P. Skinner, husband and wife, payable at the rate of Three hundred fifteen and no/100 Dollars($315.00)per month beginning Nov. 10, 1973

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Thirty-five thousand and no/100---------- ($35,000.00--) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of ten days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Courtney J. Skinner

Mary P. Skinner

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 10th day of October, 19 73, before me personally appeared

Courtney J. Skinner and Mary P. Skinner, husband and wife,

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: October 20, 1975.

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that

executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: .

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires: .

[redacted] [redacted] [redacted]

MORTGAGE [redacted] —FORM NO. 4½ [redacted] THE [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Julia Campbell, a single woman

mortgagor, of Teton County, State of Wyoming, to secure the payment of

Seven Thousand ($7000.00) - Dollars, due March 1, 1977

with interest from Sept. 20, 1973 at the rate of 12.75 per cent per annum, payable monthly ~~annually~~

evidenced by one promissory note, of even date herewith, Julia Campbell, a single woman

do es hereby mortgage to

Ranchester State Bank

mortgagee, of Sheridan County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 1, 2, 3, and 4 of Block 1 of the Hagenstein Addition to the Town of Pinedale as the same appears of record in the office of the County Clerk, Sublette County,
TOGETHER WITH all improvements and appurtenances thereunto appertaining,
SUBJECT TO rights of way and easements of record or in use,
SUBJECT TO reservations and restrictions of record.

138404

RECORDED October 12 1973 9:00 A M
IN BOOK 25 Mortgage PAGE 32
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Clarke Deputy

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than _____ Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26th day of September A. D. 1973.

In the presence of

Richard J Butterfield
9/18/76

X Julia Campbell

Released Bk 17 Rel pg. 127

State of WYOMING
County of Sheridan } ss.

by Julia Campbell

The foregoing instrument was acknowledged before me this 3rd day of Oct., 1973.

Witness my hand and official seal.

H B Dowling
Title of Officer

My Commission Expires: 5-14-74

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..... } ss.

This instrument was filed for record at.....

o'clock.....M., on the.....

day of.....A. D. 19....

and duly recorded in Book.....

on Page.....

.....

.....
County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No..... Fees, $.....

MORTGAGE

THIS MORTGAGE, made this 2 day of October, 19 73, between

Daniel Johnson and Glena Johnson, husband and wife

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

The Jackson, State Bank, Jackson, Wyoming

of Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of

Seven Thousand and 00/100

($ 7,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

A tract of land described as follows; Beginning at a point on the north line of Section 2, which point lies east 422 feet from the NW corner of Section 2; thence South, at right angles to the last described course, a distance of 327 feet to a point; thence east, at right angles to the last described course, a distance of 86 feet to a point; thence south, at right angles to the last described course, a distance of 198 feet to a point; thence east, at right angles to the last described course, a distance of 392 feet to a point; thence north, at right angles to the last described course, a distance of 525 feet to a point on the north line of said Section 2; thence west, at right angles to the last described course, and along the north line of said Section 2, a distance of 120 feet to a point; thence south at right angles to the last described course, a distance of 225 feet to a point; thence west, at right angles to the last described course, a distance of 150 feet to a point; thence north, at right angles to the last described course, a distance of 225 feet to a point on the north line of said Section 2; thence west, at right angles to the last described course and along the north line of said Section 2, a distance of 208 feet, more or less, to the point of beginning; being a portion of Lot 4, Section 2, Township 33 North, Range 111 West of the 6th P. M. Wyoming.

138458 (Bk B16, 132)

RECORDED October 16 1973 9:00 A.M.
IN BOOK 25 Mortgage PAGE 34
FEES $4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lee Q. Yonts Deputy

35

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Seven Thousand and 00/100 ($ 7,000.00) Dollars, together with interest thereon at the rate of Ten and one half (10½ %) per annum from October 2, 1973, until paid, according to the conditions of one promissory note, dated October 2, 1973, the ultimate maturity date of which is October 2, 1981, which promissory note was executed and delivered by

Daniel & Glena Johnson and is payable at $1336.09 annually first to int. then princ. commencing 10.2.74

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further convenant and agree as follows:

1. Mortgagor shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than ($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

[redacted] [redacted] [redacted]

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Daniel Johnson

X [illegible]

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Teton } ss.

On this 2 day of October, 1973, before me personally appeared

Daniel Johnson & Glena Johnson

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as thier free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: May 6, 1975

Virginia Blair
Notary

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DANIEL JOHNSON and GLENNA JOHNSON, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of TWELVE THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS SEVEN CENTS ($12,823.07), with interest from date hereof at the rate of SEVEN PER CENT (7%) per annum, payable annually, evidenced by one promissory note, of even date herewith, payable TWO THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS EIGHTEEN CENTS ($2,137.18) on the 2nd day of October, 1974, and annually thereafter until said principal sum is fully paid; and said interest to be payable on the 2nd day of October, 1974, and annually thereafter until fully paid; do mortgage to PHYLLIS OSBORNE, mortgagee, of Teton County, State of Wyoming, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land described as follows: Beginning at a point on the north line of Section 2, which point lies east 422 feet from the NW corner of Section 2;

Thence south, at right angles to the last described course, a distance of 327 feet to a point;

Thence east, at right angles to the last described course, a distance of 86 feet to a point;

Thence south, at right angles to the last described course, a distance of 198 feet to a point;

Thence east, at right angles to the last described course, a distance of 392 feet to a point;

Thence north, at right angles to the last described course, a distance of 525 feet to a point on the north line of said Section 2;

Thence west, at right angles to the last described course, and along the north line of said Section 2, a distance of 120 feet to a point;

Thence south, at right angles to the last described course, a distance of 225 feet to a point;

Thence west, at right angles to the last described course, a distance of 150 feet to a point;

138460

RECORDED October 16 19 73 9:00 A M
IN BOOK 25 Mortgage PAGE 37
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Thence north, at right angles to the last described course, a distance of 225 feet to a point on the north line of said Section 2;

Thence west, at right angles to the last described course and along the north line of said Section 2, a distance of 208 feet, more or less, to the point of beginning;

Being a portion of Lot 4, Section 2, Township 33 North, Range 111 West of the 6th P.M., Wyoming,

TOGETHER WITH all improvements and appurtenances thereunto appertaining; BUT SUBJECT, HOWEVER, TO the outstanding mortgage in favor of and held by the Jackson State Bank of Jackson, Wyoming;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than TWELVE THOUSAND DOLLARS ($12,000.00) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, her legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

DATED this 2nd day of October, 1973.

Daniel Johnson
DANIEL JOHNSON

Glenna Johnson
GLENNA JOHNSON

STATE OF WYOMING)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by DANIEL JOHNSON and GLENNA JOHNSON, husband and wife, this 3rd day of October, 1973.

Witness my hand and official seal.

Virginia Blair
Notary Public

My commission
expires: May 6, 1975

MORTGAGE

THIS MORTGAGE, made this 1 day of September, 19 73, between

Harvey Stone & Lois K. Stone, husband & wife

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

Robert V. Myers & Mary M. Myers, husband & wife

of Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Thirty Eight Thousand Six Hundred and

F

Forty One and 75/100----------

($ 38,641.75) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

~~E½SE¼, W½SE¼ and SE¼SE¼, Section 22; N½NE¼ and NE¼NW¼, Section 27, All in Township 35 North, Range 111 West, 6th P. M., Sublette County, Wyoming.~~
~~Subject to reservations and restrictions contained in United States Patents.~~
~~Subject to easements and rights of way of record or in use.~~

NW¼SE¼, S½SE¼, E½SW¼ Section 22, N½NE¼, NE¼NW¼ Section 27, Township 35 North, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming. EXCEPTING those parts of the NE¼NW¼ Section 27, and the SE¼SW¼ Sec Section 22, T.35N., R.111W., 6th P.M., Wyoming, as set out in that certain Warranty Deed executed by Robert V. Myers and Mary Myers, husband and wife, to The State Highway Commission of Wyoming, dated March 23, 1972, recorded July 11, 1972 in Book 15 of Deeds at Page 567.

Rlsd Bk 9 pg 189

138463

RECORDED October 16 1973 9:00 A.M.
IN BOOK 25 Mortgage PAGE 40
FEES $ 4.00 Anne R Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois L. Clarke Deputy

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Thirty Eight Thousand Six Hundred Forty One and 75/100

($ 38,641.75) Dollars, together with interest thereon at the rate of Nine per cent (9 %) per annum from September 1, 1973, until paid, according to the conditions of one promissory note, dated September 1, 1973, the ultimate maturity date of which is December 1, 1980, which promissory note was executed and delivered by Harvey [illegible] & Lois K. Stone and is payable interest only Dec. 1, 1973 and annual payments of $5,520.25 and interest due each Dec. 1, commencing Dec. 1, 1974

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

[redacted] [redacted] [redacted]

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10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

+ Harvey L Stone

+ Lois K. Stone

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sublette } ss.

On this 4th day of September, 1973, before me personally appeared

Lois K. Stone

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: Term Jan. 6, 1975

Hazel P. Bloomer
Clerk D Court

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: _____.

_____

_____

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this _____ day of _____, 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires: _____.

_____

_____

KNOW ALL MEN BY THESE PRESENTS: That Frank E. Lawrence of the first part in consideration of the sum of One dollar and other good and valuable consideration ~~DOLLARS~~ to him in hand paid by Wyoming Bank & Trust Company of Buffalo, Wyoming of the second part, the receipt whereof is hereby acknowledged, ha s sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 1st day of August , in the year One Thousand Nine Hundred and Sixty-four made by C. A. Thompson in favor of Frank E. Lawrence and Louise C. Lawrence, husband/and wife, and conveying the

See Exhibit "A" attached hereto and made a part hereof by reference.

Section No. 21, in Township No. 30 N., in Range No. 105, West of the 6th P. M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of County Clerk & Ex-Officio Register o Dee in the said County of Sublette on the 2nd day of October, in the year of 19 64, in Book 18 of Mortgages, at page 617 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisons in the said Indenture of Mortgage contained.

In Witness Whereof, I hereunto set my hand and seal this 26th day of October in the year One Thousand Nine Hundred and Seventy.

In the presence of

Frank E. Lawrence (L. S.)

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

(Wyoming law requires witness to signature on release of Mortgage)

138488

RECORDED October 1970 9:00 A M
IN BOOK 25 Mortgages PAGE 44
FEES 3.00 and R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Enid Clarke Deputy

STATE OF WYOMING
County of Johnson } ss.

On this 26th day of October, 19 70, before me personally appeared Frank E. Lawrence

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, this 26th day of October A. D. 19 70

Robert A. Hill
Notary Public

Robert A. Hill - Notary Public
My commission expires on the 21st day of January A. D. 19 ___.
County of [redacted] State of Wyoming
My Commission expires January 21, 1972

EXHIBIT "A"

E½SW¼, SE¼, Section 17; NE¼NE¼, S½NE¼, SE¼NW¼, NE¼SE¼, Section 20; NW¼NE¼, S½NE¼, NW¼, N½SW¼, Section 21; Township 30 North, Range 105 West of the Sixth Principal Meridian, Sublette County, Wyoming, together with all improvements located upon the above lands, and all appurtenances belonging or appertaining thereto; and all easements, water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and rights to the use of all water, ditches and reservoirs used in connection with or appertaining to the above described lands; and together with all grazing permits and permits and privileges for the grazing of livestock and appurtenant to the above described lands.

Subject, however, to the provisions of United States patents and all reservations and exceptions of record,and subject further to all easements and rights of way of record or in actual use.

Subject to mortgage appearing in Book 17 of Mortgage Records in the office of the Clerk of Sublette County, Wyoming, at page 254, executed by Frank E. Lawrence and Louise C. Lawrence, husband and wife, as mortgagors, to The Connecticut Mutual Life Insurance Company of Hartford, Connecticut, under date of March 18, 1964.

Partial Rel'd Bk 446 Pg 525
Rel'd Pg 560
Rel'd Bk 9 Pg 648
Partial Rel'd Bk 12 Pg 48

138501

RECORDED October 13 19 23 11:20 A.M.
IN BOOK 25 Mortgage PAGE 46
FEES 5.00 Cancelled COUNTY CLERK
SUBLETTE COUNTY CLERK
By Ann L Yoke Deputy

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That HOBACK RANCHES, a corporation, herein designated as Mortgagor, of Afton, County of Lincoln, State of Wyoming, to secure the payment of the principal sum of SIX HUNDRED SIXTEEN THOUSAND DOLLARS ($616,000.00) with interest as evidenced by a promissory note dated October 16, 1973, herewith to the order of DOYLE F. CHILD and ELAINE C. CHILD of Afton, Lincoln County, State of Wyoming, herein designated as Mortgagees

principal and interest as follows:

> $25,000.00 principal payment plus accrued interest on or before December 1, 1973; $39,400.00 principal payment on or before December 1, 1974; $39,400.00 principal payment, together with accrued interest on the 1st day of December of each succeeding year thereafter until and including the 1st day of December 1988, at which time the entire remaining unpaid principal balance, together with accrued interest, shall be due and payable in full. Interest shall be due and payable at the rate of six percent (6%) per annum commencing June 5, 1972.

hereby mortgages to said Mortgagee, the following described real estate, situate in Sublette County, State of Wyoming to-wit:

All in Township 36 North, Range 113 West of the 6th Principal Meridian, Wyoming

All of Section 3
All of Section 2, except the E½E½E½
All of Section 11, except the E½E½E½

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That it will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments.

Partial Rel'd Bk 13 Pg 39
Partial Rel'd Bk 10 Pg 636
Partial Rel'd Bk 10 Pg 625
Partial Rel'd Bk 10 Pg 373
Partial Rel'd Bk 10 Pg 379
" " 12 Pg 440

Released BK 3 Rls. Pg. 504

the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

5. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds itself to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

6. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk- this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately withou notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, ifany, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 4 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

7. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there by, and such possession, rents, issues and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceedings, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon exparte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

8. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

9. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this 17th day of October, A.D. 1973.

(SEAL)

HOBACK RANCHES

BY Doyle F. Child
DOYLE F. CHILD, PRESIDENT

Attest:

Robert D. Child
ROBERT D. CHILD, SECRETARY

THE STATE OF WYOMING)
)ss.
COUNTY OF)

On this 1st day of October, 1973 before me personally appeared DOYLE F. CHILD to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of HOBACK RANCHES and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said DOYLE F. CHILD acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of October A.D., 1973.

Deeda Mae Nelson
NOTARY PUBLIC

My Commission expires on the 18th day of May A.D., 1976

MORTGAGE—FORM NO. 46

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE B. SNOW and HANNAH SNOW, husband and wife

mortgagor_S_, of Sublette County, State of Wyoming, to secure the payment of

Eighteen thousand seven hundred fourteen & no/100- Dollars, due 10-10-83

with interest from 9-26-73 at the rate of 10% per cent per annum, payable 120 monthly annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 22 and the West one-half of Lot 23, Block 6, Townsite of Shelter Park, as the same appears on the plat and map on file in the office of the Sublette County Clerk, Sublette County;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

138548 also Bk 11 Pg 157

RECORDED October 23 19 73 10:45 AM

IN BOOK 25 Mortgages PAGE 50

FEES $3.00 Laura P. Clark COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Lee J. Zjake Deputy

The mortgagor_S_ agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $18,714.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor_S_ shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26th day of September A. D. 19 73.

In the presence of

George B. Snow
GEORGE B. SNOW

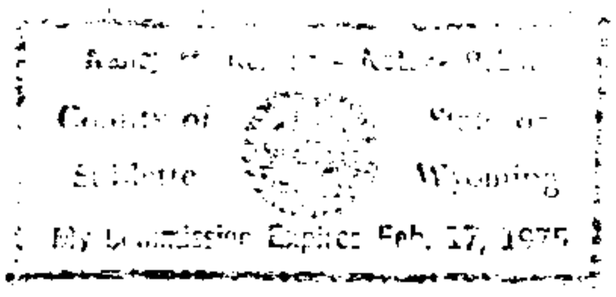
Hannah Snow
HANNAH SNOW

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 26th day of September, 1973.

Witness my hand and official seal.

Nancy M. Kenyon
Title of Officer



My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ... } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

Position 6

USDA-FHA
Form FHA 427-1 WY
(Rev. 7-1-73)

REAL ESTATE MORTGAGE FOR WYOMING

KNOW ALL MEN BY THESE PRESENTS, Dated October 24, 1973

WHEREAS, the undersigned Richard A. Costello aka Richard Anthony Costello

and Sharon Lou Costello, his wife,

residing in Sublette County, Wyoming, whose post office address

is Box 735, Big Piney, Wyoming 83113,

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
October 24, 1973	$22,000.00	7¼%	October 24, 2006

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming, County(ies) of

Sublette

138572

RECORDED Oct 24 1973 12:15 P M
IN BOOK 25 mtge PAGE 52
FEES $5.00 Owen R Costello COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Released
Book 15, Page 592.

That part of Lot 3 of the Green River Subdivision being part of the NW¼SE¼ of Section 20, T.29N., R.111W., 6th P.M., Sublette County, Wyoming described as follows:

Beginning at a point on the south line of said Lot 3 S86°-56.2'E, 550 feet more or less, from the southwest corner of the said NW¼SE¼ where found a hard, red sandstone 29"x16"x6" marked C S 1/16 on W, SS on E;
thence continuing S86°-56.2'E, 396 feet along the said south line;
thence N00°-14.9'E, 220 feet parallel to the west line of said Lot 3; thence N86°-56.2'W, 396 feet parallel to said south line;
thence S00°-14.9'W, 220 feet parallel to said west line to the point of beginning;
TOGETHER WITH all improvements and appurtenances thereunto appertaining,
SUBJECT TO easements and rights of way of record or in use,
SUBJECT TO reservations and restrictions of record.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws of constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes as illegal and and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Casper, Wyoming 82601, and in the case of Borrower to him at his post office address stated above.

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purposes, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Richard Anthony Costello

Sharon Lou Costello

STATE OF WYOMING

ACKNOWLEDGMENT

COUNTY OF Sublette

The foregoing instrument was acknowledged before me this 24th day of October 19 73, by Richard Anthony Costello and Sharon Lou Costello.

Witness my hand and official seal.

Nancy M. Kenyon - Notary Public
County of Sublette (SEAL) State of Wyoming
My Commission Expires Feb. 17, 1975

Nancy M. Kenyon
Notary Public

My commission expires: 2-17-75

Position 6

USDA-FHA
Form FHA 427-1 WY
(Rev. 7-1-73)

REAL ESTATE MORTGAGE FOR WYOMING

KNOW ALL MEN BY THESE PRESENTS, Dated November 2 1973

WHEREAS, the undersigned MARVIN A. BOWERS

and CHARLOTTE M. BOWERS, his wife,

residing in Sublette County, Wyoming, whose post office address

is Big Piney, Wyoming 83113,
herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
11/2/73	$20,000.00	7 3/4%	11/2/2006

138665

RECORDED November 2 1973 10:45AM
IN BOOK 25 Mortgages PAGE 56
FEES $5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming, County(ies) of

Sublette

That part of Lot Fourteen (14) Green River Subdivision being part of the NE¼NE¼ of Section 32, Township 29 North, Range 111 West of the 6th P. M., Sublette County, Wyoming, described as follows:
Beginning at a 6"x6" concrete post with brass marker inscribed:
"STATE HIGHWAY DEPT. Sta. 357+60.9
R. O. W. MARKER El. 6750.80"
FAP NO. 26R

56 Released BK 17 Pg 237

S46°-20'W, 590.36 feet from the northeast corner of said Section 32 where found a 2" iron pipe with brass cap inscribed "T29N R111W

S29	S28
S32	S33

1960";
thence S86°-55'E, 295.16 feet parallel to the north line of said Section 32;
thence S03°-05'W, 295.16 feet;
thence N86°-55'W, 295.16 feet parallel to the said north line;
thence N03°-05'E 295.16 feet to the marker of beginning;
encompassing an area of 2.000 acres, more or less;
TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States Patents and to easements and rights of way of record or in use; and SUBJECT TO covenants for governing Green River Subdivisions filed for record in the Office of the County Clerk, Sublette County, Wyoming.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws of constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes as illegal and and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Casper, Wyoming 82601, and in the case of Borrower to him at his post office address stated above.

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purposes, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Marvin A. Bowers
Marvin A. Bowers

Charlotte M. Bowers
Charlotte M. Bowers

STATE OF WYOMING

ACKNOWLEDGMENT

COUNTY OF Sublette

The foregoing instrument was acknowledged before me this 2nd day of November, by Marvin A. Bowers & Charlotte M. Bowers

19 73.

Witness my hand and official seal.

(SEAL)

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E. Sievers
Notary Public

My commission expires: 4/22/74

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

James P. Smith & Alfreda Smith, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of

Fifty Thousand Five Hundred and no/100---------- ($50,500.00) Dollars, due November 6, 1974

with interest from date at the rate of Nine per cent per annum, payable at maturity ~~annually~~

evidenced by one promissory note, of even date herewith,

James P. Smith and Alfreda Smith do hereby mortgage to

The First National Bank of Kemmerer, a corporation organized and existing under the laws of the United States, mortgagee, of Lincoln County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

SW¼ Section Fifteen (15); SE¼NW¼, N½NW¼ and NW¼NE¼ Section Twenty=two (22); Township Thirty-one (31) North, Range One Hundred Eleven (111) West of the Sixth Principal Meridian, Wyoming.

138697

add B 1 p 697

RECORDED November 7 19 73 7:00 A M
IN BOOK 25 Mortgage PAGE 60
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J Clark Deputy

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Fifty Thousand Five Hundred and no/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor s shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including --a reasonable sum-- Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 6th day of November A.D. 19 73

James P Smith

Alfreda Smith

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 6th day of November, 19 73, before me personally appeared James P. Smith and Alfreda Smith, husband and wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

GRACE DARP - Notary Public
County of Lincoln (Seal) State of Wyoming
My commission expires on the 5th day of October A.D. 19 77.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of ..... } ss.

On this ..... day of ....., 19....., before me personally appeared

.....

to me personally known, who, being by me duly sworn, did say that he is the ..... of

.....

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this ..... day of ....., A.D. 19.....

.....
Notary Public.

My commission expires on the ..... day of ..... A.D. 19.....

MORTGAGE DEED

FROM

.....

.....

TO

.....

.....

THE STATE OF WYOMING,
County of ..... } ss.

This instrument was filed for record at .....

o'clock .....M., on the .....

day of ..... A.D. 19.....,

and duly recorded in Book .....

on Page .....

.....
County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk.

No. ..... Fees, $.....

[redacted] [redacted] [redacted]

Released 25 Mtg Pg 74

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Lee V. Anderson and AnneW. Anderson, husband and wife

mortgagor, of Sublette County, State of Wyoming, to secure the payment of

Seven thousand Dollars, due in 120 monthly installments of $93.00 commencing 12/1/73 and due on the 1st day of each month thereafter with interest from date at the rate of ten per cent per annum, payable annually until paid evidenced by one promissory note, of even date herewith,

do hereby mortgage to

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Fourteen (14), Block 2, Jones Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements situate thereon and appertaining thereto; subject, however, to prior exceptions, conditions and reservations of record.

138730

RECORDED November 9 1973 7:00 A M
IN BOOK 25 Mortgage PAGE 62
FEES $3.00 Avis R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake, Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $7,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26th day of October A. D. 19 73.

In the presence of

X Lee V. Anderson

X Anne W. Anderson

C2 Released 10 Mtg Pg 667

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 26th day of October, 19 73.

Witness my hand and official seal.

Helen L. O'Brien
Notary Title of Officer

Helen L. O'Brien — Notary Public
County of Sublette — State of Wyoming
My Commission Expires Nov. 17, 1977

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

STATE OF WYOMING } ss.
County of _____ }

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____ A. D. 19____ and duly recorded in Book _____ on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

MORTGAGE

THIS MORTGAGE, made this 15th day of October, 1973, between

Arthur M. Hafey and William A. Anselmi

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and

Elmer L. Gates and Agnes Gates, husband and wife, as joint tenants with right of survivorship, and not as tenants in common,

of Santa Clara County, California, , hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Twenty-five Thousand and No/100

Dollars - - -

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Twenty-five Thousand and No/100 - - -

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Arthur M. Hafey

William A. Anselmi

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 15th day of October, 19 73, before me personally appeared

Arthur M. Hafey and William A. Anselmi

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: Oct 12, 1975

Mary Ellen Peterson

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CAROL COPELAND

mortgagor, of Sublette County, State of Wyoming, to secure the payment of TWENTY-SEVEN THOUSAND and No/100---($27,000.00)---- Dollars, due 11/14/82 with interest from date at the rate of three (3%) per cent per annum, payable annually evidenced by one promissory note, of even date herewith, payable at the rate of $3,000.00 per year plus interest, first of said payments being due one year from date do hereby mortgage to EMMA MEEKS, a single woman, mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Nine (9), Ten (10) and Eleven (11), Block Three (3), Original Townsite of Big Piney, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.
SUBJECT TO easements and rights of way of record or in use; and
SUBJECT TO reservations and restrictions contained in United States Patents.

138800

RECORDED Nov 14 1973 2:40 P M
IN BOOK 25 Mtgs PAGE 68
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $27,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee her legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 14th day of November A. D. 1973.

In the presence of

Carol Copeland

Carol Copeland

C-3 Rel Bk 10 pg 340

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Carol Copeland this 15th day of November, 19 73.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E Sievers
Title of Officer
Notary Public

My Commission Expires: 4/22/74

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..... } ss.

This instrument was filed for record at.....
o'clock.....M., on the.....
day of.....A. D. 19....
and duly recorded in Book.....
on Page.....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No.....
Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JUDSON B. FALER and KAREN K. FALER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of SIXTEEN THOUSAND FIVE HUNDRED and no/100 - - - - - - - Dollars, due 11/10/83 with interest from date at the rate of ten (10) per cent per annum, payable monthly and included in payments evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Pinedale, Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

That part of the NW¼NW¼ Section Two (2); T. 33 North, Range 109 West, 6th P. M., Sublette County, Wyoming, described as follows:

Beginning at the Northwest corner of said Section 2,
thence S 00 degrees 05 minutes W. 615.0 feet to a point;
thence S 89 degrees 55 minutes E. 139.8 feet to a point;
thence N 12 degrees 44 minutes W. 630.2 feet to point of beginning;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $16,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 13th day of November A. D. 1973.

In the presence of

Judson B. Faler

Karen K. Faler

Rlsd Bk 13 pg. 142

State of Wyoming }
County of Sublette } ss.

by Judson B. Faler & Karen K. Faler

The foregoing instrument was acknowledged before me this 13th day of November, 1973.

Witness my hand and official seal.

Nancy M. Kenyon - Notary Public
County of Sublette State of Wyoming
My Commission Expires Feb. 17, 1975

Nancy M. Kenyon
Title of Officer

My Commission Expires: 2-17-75

138872

RECORDED November 21 1973 10:40 A.M.
IN BOOK 25 Misc PAGE 20
FEES $ 3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A. D. 19.... and duly recorded in Book ..... on Page .....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No. ..... Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE P. WESTMAN, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ELEVEN THOUSAND ONE HUNDRED and No/100 ($11,100.00) Dollars, due 12/1/74 at maturity with interest from date at the rate of ten (10%) per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE, Pinedale, Wyoming

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

E½SE¼ Section Three (3); E½NE¼ Section Ten (10); Township 31 North, Range 109 West, Sixth (6th) Principal Meridian, Wyoming;
Together with all improvements and appurtenances thereunto appertaining.

Rec. PRS
1 p. 665

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $11,100.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 20th day of November A. D. 19 73.

In the presence of

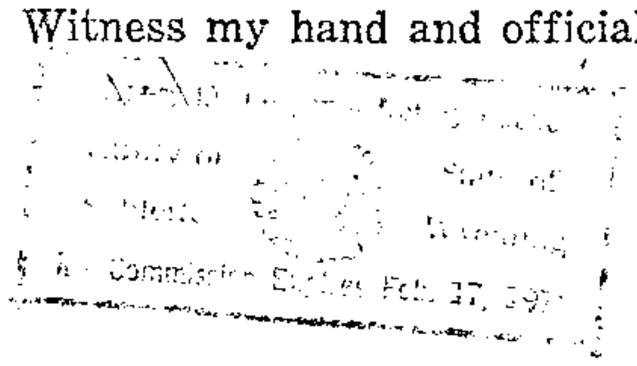
George P. Westman
George P. Westman

72

State of Wyoming }
County of Sublette } ss.

by George P. Westman
The foregoing instrument was acknowledged before me this 20th day of November, 1973.

Witness my hand and official seal.



Nancy M. Kenyon
Title of Officer
Notary Public

My Commission Expires: 2-17-75

138873

RECORDED November 21 1973 10:40 A M
IN BOOK 25 Misc PAGE 72
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ---------- } ss.

This instrument was filed for record at ----
o'clock ----M., on the ----
day of ---------- A. D. 19--
and duly recorded in Book ----
on Page ----

County Clerk and Ex-Officio Register of Deeds.

By ----------
Deputy Clerk

No. ---------- Fees, $ ----------

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Lee V. Anderson and Anne W. Anderson, husband and wife

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Seven thousand Dollars, due in 120 monthly installments of $93.00 commencing 12/1/73 and due on the 1st day of each month thereafter with interest from date at the rate of ten per cent per annum, payable annually until paid evidenced by one promissory note, of even date herewith,

do hereby mortgage to State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Fourteen (14), Block 2, Jones Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements situate thereon and appertaining thereto; subject, however, to prior exceptions, conditions and reservations of record.

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

138730

RECORDED November 9 1973 2:00 P M
IN BOOK 25 Mortgage PAGE 62
FEES $3.00 Carol R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake, Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $7,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26th day of October A. D. 19 73 .

In the presence of

L. V. Anderson
Anne W. Anderson

138997

RECORDED November 26 1973 2:45 P M
IN BOOK 25 Mortgage PAGE 74
FEES $3.00 Carol R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake, Deputy

74 Rel'd 5/6/1974

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 26th day of October, 19 73.

Witness my hand and official seal.

Helen L. O'Brien
Notary Title of Officer

Helen L. O'Brien — Notary Public
County of Sublette — State of Wyoming
My Commission Expires Nov. 17, 1977

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

This instrument was filed for record at _____ o'clock ____M., on the _____ day of _____, A. D. 19____ and duly recorded in Book _____ on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

MORTGAGE

THIS MORTGAGE, made this 19th day of NOVEMBER, 19 73, between GARY AND BETTY B. HODGES, husband and wife of SWEETWATER County, Wyoming, hereinafter referred to as the "Mortgagor," and STAUFFER BIG ISLAND FEDERAL CREDIT UNION of SWEETWATER County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Six Thousand and no/100 - - -

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Six Thousand and no/100 ---

($ 6,000.00) Dollars, together with interest thereon at the rate of Twelve per cent (12 %) per annum from November 19th, 19 73, until paid, according to the conditions of one promissory note, dated November 19, 19 73, the ultimate maturity date of which is November 25, 19 81, which promissory note was executed and delivered by

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of Sixty days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breaeh of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

[redacted] [redacted] [redacted]

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Gary Hodges

Betty B. Hodges

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 19th day of NOVEMBER, 1973, before me personally appeared

GARY HODGES AND BETTY B. HODGES, Husband and Wife

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: April 2, 1974

Leo L Williamson

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

Full Release Bk. 15 Rel. Pg. 297 79 Rel Rel Bk 12 pg. 537

REAL ESTATE MORTGAGE FORM FLB 208 (9-72)

Date October 30, 1973

James N. Tibbals, single; and Janet D. Tibbals, single,

, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

	SEC.	TWP.	RG.
S½ SW¼	4		
S½ SE¼	5		
SE¼; and E½ SW¼; and Lots 4, 5, 6 and 7	6		
NE¼ NE¼; and W½ NE¼; and E½ NW¼; and Lots 3 and 4	7		
NW¼ NW¼	9		
All in		31N	106 W 6th P.M.
All	1		
W½ SE¼; and SW¼ NE¼; and S½ NW¼; and SW¼	3		
N½ NE¼	12		
All in		31N	107 W 6th P.M.

138936

RECORDED December 27 1973 9:00 A.M.
IN BOOK 25 Mortgage PAGE 79
FEES 4.00 and R Clerk COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lois McGuire Deputy

containing 1,938.06 acres, more or less, together with all of the right, title, and interest (now owned or hereafter acquired) of the Mortgagors in said property, including all buildings and improvements placed thereon; all water, irrigation, and drainage rights; the tenements, hereditaments, and appurtenances thereto and the rents, issues, crops, and profits arising from said lands; and (if the Mortgagors' rights in the public domain are required by Mortgagee for security purposes) all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to said mortgaged premises, now or hereafter issued, extended, or renewed to the Mortgagors by the United States or the state in which the above-described property is located or any department, bureau, or agency thereof.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FIFTEEN THOUSAND AND NO/100 - DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of December, 1993. This conveyance shall be void upon the payment of said promissory note.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) To pay all rents, fees, or charges now due or to become due under the terms of each lease, permit, license, or privilege on the public domain which is appurtenant or nonappurtenant to the mortgaged premises, which has been issued, extended, or renewed by the United States or the state in which the above-described property is located; and to perform and observe every act, covenant, condition, and stipulation necessary to keep each of the same in good standing; and to take every necessary step to secure the reissue, renewal, or extension of each of the same; and to assign, waive, pledge, or endorse to the Mortgagee each lease, permit, license, or privilege if Mortgagors' rights in public domain are required by Mortgagee for security purposes.

(4) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

(5) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the rate of ten percent per annum.

[redacted] [redacted] [redacted]

(9) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(7) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the rate of ten percent per annum, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(8) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(9) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(10) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(11) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(12) Assignment of Proceeds of Mineral Lease. Mortgagors hereby transfer, set over, and convey to Mortgagee all rents, royalties, bonuses, and delay moneys that may from time to time become due and payable under any oil, gas, or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may at its option turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses, and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

James N. Tibbals (SEAL)

Janet D. Tibbals (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 14th day of November, A.D., 19 73, before me, a Notary Public in and for said County and State, personally appeared James N. Tibbals, single; and Janet D. Tibbals, single,

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires October 26, 1977.

Richard H. Rindels
(Type or print name under signature)
Notary Public in and for said County and State

This Space for Use of Mortgagee Only

Loan No. _____

Abstract No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ } ss.
COUNTY OF _____ }

This instrument was filed for record at _____ o'clock, ____M., on the _____ day of _____, 19___, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

County Recorder/Register of Deeds

By _____ Deputy

Fee $ _____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Doyle F. Child and Elaine C. Child, husband and wife

mortgagor__, of Lincoln County, State of Wyoming, to secure the payment of

Twelve Thousand Seven Hundred Fifty Eight & 06/100 Dollars, due

with interest from 9-1-73 at the rate of Eight per cent per annum, payable annually

evidenced by 2 promissory note__, of even date herewith,

$2,000.00 per year plus interest on deferred balance each September 1st until paid, beginning September 1, 1974

do hereby mortgage to

Dean T. Humphreys and Neva C. Humphreys, husband and wife

mortgagee, of Lincoln County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

The NW¼SW¼ of Section 10, Township 36 North, Range 113 West of the 6th P.M., Wyoming

Rlse BK 9 Pg 76.

338984

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

RECORDED November 29 1973 10:40 A M
IN BOOK 25 Mortgages PAGE 82
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lisa J Yake Deputy

The mortgagor__ agree__ to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than ____ Dollars during the life of this mortgage, in favor of and payable to the mortgagee__, and in case the mortgagor__ shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee__ may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee__ their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 21st day of November A. D. 19 73.

In the presence of

Doyle F Child

Elaine C Child

State of Wyoming }
County of Laramie } ss.

The foregoing instrument was acknowledged before me this 21st day of November, 1972.

Witness my hand and official seal.

Della Mae Pelham
Title of Officer

My Commission Expires: May 18, 1976

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of_____ } ss.

This instrument was filed for record at_____ o'clock_____M., on the_____ day of_____A. D. 19____ and duly recorded in Book_____ on Page_____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No._____ Fees, $_____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEE J. WRIGHT, a single man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Two thousand five hundred dollars ($2,500.00) Dollars, due 12-1-74 with interest from 11-28-73 at the rate of 10% per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Twenty (20) and Twenty-One (21), Block Six (6) Townsite of Shelter Park, as the same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining;

138999

RECORDED December 3 1973 9:00 A M
IN BOOK 25 Mortgages PAGE 84
FEES $ 3.00 Aune R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lisa L Yake Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $2,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 28th day of November A. D. 19 73.

In the presence of

x Lee J. Wright

84

Released BK 15 Rel @ pg 224

State of Wyoming }
County of Sublette } ss.

Lee J. Wright
The foregoing instrument was acknowledged before me this 28th day of November, 19 73.

Witness my hand and official seal.

Nancy M. Kenyon - Notary Public
County of Sublette State of Wyoming
My Comm. Expires 2-17, 1975

Nancy M. Kenyon
Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at.....
o'clock.....M., on the.....
day of.....A. D. 19....
and duly recorded in Book.....
on Page.....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No.....
Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHARLES O. FULLER and ALICE FAY FULLER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fifty six thousand two hundred twenty one & 72/100--- Dollars, due 11-15-79 with interest from 10-30-73 at the rate of 9½ per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Five (5) in the Shriver Sub-division, as the same appears on the plat and map of said sub-division filed for record in the Office of the Clerk of Sublette County, Wyoming, together with all buildings, fences and improvements situate thereon or appurtenant thereto, and subject to the provisions of United States patents and to all exceptions and reservations of record, and subject further to all easements and rights of way of record or in actual use.

139001 Rise BK 9 Pg 478

RECORDED December 3 19 73 9:00A M
IN BOOK 25 Mortgages PAGE 86
FEES $3.00 Aune R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Yake Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $56,221.72 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 30th day of October A. D. 1973.

In the presence of

/s/ Charles O. Fuller
CHARLES O. FULLER

/s/ Alice Fay Fuller
ALICE FAY FULLER

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles O. Fuller, Alice Fay Fuller, this 30th day of October, 1973.

Witness my hand and official seal.

Nancy M. Kenyon
Signature
Notary Public
Title of Officer

My Commission Expires: 2-17-73

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at.....
o'clock.....M., on the.....
day of.....A. D. 19....
and duly recorded in Book.....
on Page.....

County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk

No..... Fees, $.....

[redacted] FORM NO. [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Doyle F. Child and Elaine C. Child, husband and wife

mortgagor s, of Lincoln County, State of Wyoming, to secure the payment of

Eight Thousand Four Hundred Twenty Dollars and 16/100 Dollars, due

with interest from August 15, 1973 at the rate of seven per cent per annum, payable annually

evidenced by promissory note, of even date herewith,

payable $1,052.65 each August 15th, plus interest until paid.

do hereby mortgage to

Dale Walls and Della May Walls, husband and wife

mortgagee, of Lincoln County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

The N½NW¼ of Section 10, Township 36 North, Range 113 West of the Sixth P.M., Wyoming.

Rbk B 81 Pg 528

139031

RECORDED December 3 19 73 9:00 A.M

IN BOOK 25 Mortgage PAGE 88

FEES $3.00 Anna R Clerk COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Lois J. Yake Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 13th day of November A. D. 19 73 .

In the presence of

D. F. Child

Elaine C. Child

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this 19th day of [illegible], 19[illegible] by Doyle F. Child and Elaine C. Child

Witness my hand and official seal.

_____
Title of Officer

My Commission Expires: 7-10-19[illegible]

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of _____) ss.

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____ A. D. 19____ and duly recorded in Book _____ on Page _____.

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk

No. _____ Fees, $_____

MORTGAGE

THIS MORTGAGE, made this 3rd day of December, 19 73, between

James M. Thomas and Margie J. Thomas, husband and wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

the Rock Springs National Bank, a United States banking corporation, doing business at Rock Springs

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Thirty-five thousand and no/100----------

---

($ 35,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot Ten(10), Favazzo Subdivision, as the same appears of record on the official map or plat thereof filed for record in the office the the County Clerk and Ex-Officio register of deeds, Sublette County, Wyoming.

139048

Filed 13 11 p 472

RECORDED December 4 1973 9:00 A M.
IN BOOK 25 Mortgages PAGE 90
FEES $ 4.00 Anna K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kari J. Clark Deputy

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto: subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Thirty-five thousand and no/100----------
---

($ 35,000.00) Dollars, together with interest thereon at the rate of ----eight & one-half----- per cent ($8\frac{1}{2}$---%) per annum from December 3, 19 73, until paid, according to the conditions of one promissory note, dated December 3, 19 73, the ultimate maturity date of which December 3, 19 93, which promissory note was executed and delivered by

James M. Thomas and Margie J. Thomas, husband and wife, payable at the rate of Seventeen hundred fifty and no/100 Dollars($1750.00)annually on December 3rd, plus interest, beginning December 3, 1974

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Thirty-five thousand and no/100----------
($35,000.00--) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of thirty days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

James M. Thomas

Margie J. Thomas

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 3rd day of December, 19 73, before me personally appeared

James M. Thomas and Margie J. Thomas, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: October 20, 1975.

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the person____described in and who executed the foregoing instrument, and acknowledged that_____ executed the same as_____free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: _____.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this _____ day of _____, 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires: _____.

139077

RECORDED [redacted] 9:11 AM
IN BOOK 25 Mortgage PAGE 94
FEES $ 5.75 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Rose J Lyda Deputy

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CLINTON INGRAM and DEMPSEY J. BARRON, mortgagors, to secure the payment of ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100 DOLLARS ($126,000.00), due with interest from date in payments and with interest at the rate provided for in note attached hereto and by this reference made a part hereof, of even date herewith, do hereby mortgage to HORSE CREEK RANCHES, INC., mortgagee, of Sublette County, State of Wyoming, the following described real estate, situated in the County of Sublette in the State of Wyoming, to-wit:

Township 34 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming:
Section 7: $SE\frac{1}{4}SE\frac{1}{4}$;
Section 8: $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$;
Section 10: $S\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$;
Section 13: $W\frac{1}{2}SE\frac{1}{4}$, excepting that part of the $NW\frac{1}{4}SE\frac{1}{4}$ lying and being situate easterly of the Wyoming State Secondary Highway No. 1805. That part of the $SE\frac{1}{4}SE\frac{1}{4}$ lying and being situate westerly of the Wyoming State Secondary Highway No. 1805;
Section 14: $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$;
Section 15: $E\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$;
Section 17: All;
Section 22: $E\frac{1}{2}NE\frac{1}{4}$; $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$;
Section 23: $N\frac{1}{2}$, $E\frac{1}{2}SE\frac{1}{4}$;
Section 24: $N\frac{1}{2}$, $N\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$;
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$;

TOGETHER WITH all improvements and appurtenances thereunto appertaining; all water and water rights, ditches and ditch rights, and grazing rights;
SUBJECT TO easements and rights of way of record or in use and to Zoning Resolutions of record;
SUBJECT TO reservations and restrictions contained in United States Patents and to prior mineral reservations of record;
SUBJECT TO and grantees assume mortgage executed by Myron M. Baker aka M. M. Baker, and Dick Lozier and Mary Lozier, husband and wife, in favor of the Prudential Insurance Company of America, dated 12/21/64, recorded 12/23/64 in Book 19 of Mortgages at Page 128, given to secure $63,500.00; and
SUBJECT TO: and grantees assume mortgage executed by John A. Dussault and Dorothy B. Dussault, husband and wife, in favor of Mary Louise Lozier, a single woman, dated 4/27/72, recorded 4/27/72 in Book 24 of Mortgages at Page 7, given to secure $229,500.00.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises during the life of this mortgage, and in case the mortgagors shall fail to pay such taxes and assessments, mortgagee may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

The mortgagors have assumed the obligations in that certain mortgage executed by Myron M. Baker, aka M. M. Baker, and Dick

91 Released Bk 8 Pg 638

MORTGAGE - Page Two

Lozier and Mary Lozier, husband and wife, in favor of the Prudential Insurance Company of America, dated 12/21/64, recorded 12/23/64 in Book 19 of Mortgages at Page 128, given to secure $63,500.00, and that certain mortgage executed by John A. Dussault and Dorothy B. Dussault, husband and wife, in favor of Mary Louise Lozier, a single woman, dated 4/27/72, recorded 4/27/72 in Book 24 of Mortgages at Page 7, given to secure $229,500.00.

In the event the makers, Clinton Ingram and Dempsey J. Barron, fail to make payments on the mortgages referred to herein, the payee may make such payments and the makers shall indemnify the payee therefore.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale, he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable dollars as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 1st day of December, 1973.

Clinton Ingram

Dempsey J. Barron

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Clinton Ingram and Dempsey J. Barron this 1st day of Dec., 1973.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E. Sievers
Notary Public

My Commission Expires: 4/22/74

INSTALLMENT NOTE

$126,000.00

Pinedale, Wyoming
December 1, 1973

We, CLINTON INGRAM and DEMPSEY J. BARRON, jointly and severally promise to pay to the order of HORSE CREEK RANCHES, INC., at the office of the First National Bank of Pinedale, Pinedale, Wyoming, the sum of ONE HUNDRED TWENTY-SIX THOUSAND and No/100 ($126,000.00) plus interest at the rate of one per cent (1%) above the New York City prime rate, to be adjusted every ninety (90) days, but in no event to be less than eight per cent (8%); said note to be paid as follows: Interest only from date to October 15, 1974 and interest plus principal on October 15, 1975.

This note may be prepaid in part or in full at any time, in any multiple of $10,000.00 without penalty.

In the event of failure to pay when due any installment of this note, the holder hereof may declare the unpaid principal and accrued interest on this note immediately due and payable.

Each maker, surety, endorser and guarantor of this note does hereby waive presentation of payment, notice of non-payment, protest and notice of protest, and does hereby agree to all extensions and renewals of this note without notice.

In the event this note is placed in the hands of an attorney for collection after maturity, the undersigned makers agree to pay an additional amount equal to a reasonable attorney's fee.

This note is part of the consideration for the purchase of real estate located within the State of Wyoming and is to be placed in escrow with the First National Bank of Pinedale, Pinedale, Wyoming.

Clinton Ingram

Dempsey J. Barron

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Thomas B. Scholebo and Scharlene S. Scholebo, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

Eight thousand four hundred dollars and no/100 (8,400) Dollars, due 11-15-80

with interest from 11-29-73 at the rate of 11.98 per cent per annum, payable 84 monthly annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract 21 of the Tyler Subdivision, Sublette County, Wyoming according to the Plat on file and of record in the office of the County Clerk, Sublette County, Wyoming;
together with all improvements and appurtenances thereunto appertaining.

139150

RECORDED December 10 1973 11:15 A.M
IN BOOK 257 Mortgages PAGE 98
FEES $3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy Clerk

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $8,400.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 29th day of November A. D. 1973.

In the presence of

Thomas B. Scholebo
THOMAS B. SCHOLEBO

Scharlene S. Scholebo
SCHARLENE S. SCHOLEBO

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas B. Scholebo, Scharlene S. Scholebo, this 29th day of November, 19 73.

Witness my hand and official seal.

Nancy M. Kenyon
Signature

Notary Public
Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ... } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $...

[redacted] [redacted] [redacted]

Wyoming Bar-A

This Mortgage, made November 19, 1973, by

Bar Cross Land and Livestock Company, a Wyoming Corporation, a/k/a Bar Cross Land and Livestock Company, Incorporated, a/k/a Bar Cross Land and Livestock Co., Inc., a/k/a Bar Cross Land and Livestock Co.

of Sublette County, and State of Wyoming hereinafter called the Mortgagor, to

THE TRAVELERS INSURANCE COMPANY

a corporation organized and existing under the laws of the State of Connecticut and having its principal office at 700 Main Street in the City of Hartford, County of Hartford, and State of Connecticut, hereinafter called the Mortgagee;

Witnesseth, that the mortgagor, for and in consideration of a loan of money in the principal sum hereinafter stated, to him in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, hereby warrants and mortgages to the mortgagee, as security for the payment to said mortgagee at its principal office, or to its successors and assigns, of the principal sum of -

SEVEN HUNDRED THOUSAND AND NO/100 - - - - - - - - - - - - - - - Dollars ($ 700,000.00)

and interest thereon at Eight and Three Quarters (-8.75%) per centum per annum from November 19, 19 73, according to one certain promissory note bearing even date herewith, the terms and conditions of which are herein incorporated by reference, with final payment due January 1, 19 94, the following described real estate, hereinafter called the premises, situated in the County of Sublette, State of Wyoming, to wit:

Township 35 North Range 110 West

Section 3 - All
Section 9 - N½, SE¼, N½ SW¼, SE¼ SW¼
Section 10 - All
Section 11 - NW¼
Section 15 - All
Section 20 - E½ NE¼, SE¼ SE¼
Section 21 - All
Section 22 - E½, SW¼, E½ NW¼, SW¼ NW¼
Section 26 - S½ NW¼, SW¼
Section 27 - N½, SE¼, E½ SW¼
Section 28 - N½
Section 29 - NE¼, W½ SE¼, SW¼
Section 30 - NE¼ SE¼
Section 34 - N½
Section 35 - N½ NW¼

139157

RECORDED November 11 1973 9:55 A M
IN BOOK 25 Mortgages PAGE 100
FEES $7.50 Cedric R. Black COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ted Upton Deputy

Rlsd. Bk 21 Rel. pg. 196 7/31/01

(Over)

Memo. Modification agree. 8-18-86

together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including all rents, royalties, bonuses or other income under any existing or future oil, gas or mineral or other leases; all easements and rights of way, and

All water, water rights, whether riparian, appropriative or otherwise and whether or not appurtenant, all ditch rights, and any shares of stock evidencing any such water or ditch right, and

All leases, permits, allotments, licenses and privileges, whether or not appurtenant, from the United States or the State of Wyoming, or any Department or other agency of either for the purpose of grazing, pasturing or feeding livestock on any of the public lands of the United States or the State of Wyoming, and

All buildings and improvements and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; and all pumps, pumping stations, motors, switch boxes and transformers, engines, machinery, reservoirs, pipes, flumes, and other equipment used for the production of water on said premises or for the irrigation or drainage thereof; and

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

AND the mortgagor does hereby covenant and agree with the said mortgagee as follows:

1. To pay all of the said sums of money, both principal and interest, specified in said note at the times therein designated.

2. To leave with the mortgagee during the existence of said note any abstract of title furnished to the mortgagee. In the event of any foreclosure sale hereunder the mortgagee may deliver such abstract to the purchaser at such sale and it shall become the property of such purchaser.

3. To pay (a) before the same becomes delinquent, all taxes, assessments, water and other charges upon or against the premises, or upon or against this mortgage or said note, now or hereafter levied or assessed in Wyoming, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right; and (b) any other charges, lien or other encumbrance which shall appear to be a lien prior to the lien of this mortgage upon the premises or the buildings or other fixtures thereon. In default thereof, mortgagee may, without demand or notice, either (a) pay and discharge the same, or (b) may appear in any action for the enforcement thereof and defend or settle the same and its determination as to the validity, priority and amount thereof shall be binding upon the mortgagor.

4. To keep such buildings and other fixtures upon the premises insured against such hazards and in such amounts as may be required by mortgagee. All policies of insurance and the renewals thereof shall be written upon forms and in companies satisfactory to mortgagee, be made payable, in case of loss, to mortgagee, and shall, with premiums fully paid by mortgagor, be delivered at least fifteen (15) days before the expiration of any old policy, to the mortgagee and held by it. In default thereof, mortgagee may procure such insurance and pay the premiums thereon.

In case of loss, mortgagee is authorized and empowered at its option to collect and receive the proceeds from any such policy and, after deducting from such insurance proceeds any expenses incurred by it in the collection or handling thereof, to apply the net proceeds, at its election, either to the restoration of the property damaged or as a credit on any portion of the unpaid balance of said note whether then matured or to mature in the future.

5. To pay all rents, fees or charges now due or to become due under the terms of each lease, permit, allotment, license and privilege from the United States or the State of Wyoming, or any Department or other agency of either, hereinabove transferred; and, to perform and observe every act, covenant, condition and other agreement necessary to keep each of the same in good standing as required by the terms thereof and by the rules and regulations applicable thereto; and, on the expiration of the term of each of the same, to apply for, and to take every necessary step to secure the reissue, renewal or extension of the same; and, to assign, waive, pledge or endorse to the mortgagee each of the same hereafter issued, extended or renewed. In default thereof, mortgagee may pay such rents, fees or charges.

6. To commit or permit no waste to the premises and to keep the buildings and other fixtures thereon in good condition and repair. In default thereof, mortgagee may at its option remedy any waste or make any repairs and its determination as to the advisability or necessity thereof shall be binding on mortgagor. Mortgagee is hereby authorized to enter upon and take possession of the premises for such purpose.

7. To pay mortgagee, immediately and without demand, all sums which it shall pay or expend pursuant to the provisions of paragraphs 3, 4, 5 and 6 above, including cost of any title evidence and reasonable attorney's fees, together with interest thereon from date of expenditure until paid at the rate of ten per cent (10) per annum and if not so paid by mortgagor, all such sums shall be added to the debt and secured hereby.

8. Mortgagee, by an authorized agent or employee, may enter upon and inspect the premises at any reasonable time.

9. The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the premises, buildings or other fixtures thereon shall be paid to the mortgagee and shall at its option, either be applied as a credit on any portion of the unpaid balance of said note, whether then matured or to mature in the future, or be released to mortgagor.

10. If mortgagor is or becomes the owner of irrigable lands subject to and in excess of the land limitation provisions of the Federal Reclamation Laws and pursuant to the provisions thereof is required to designate part thereof as non-excess and part as excess lands, mortgagor agrees to designate the irrigable lands on the premises, or so much thereof as may be so designated within said limitation provisions, as non-excess lands.

11. The mortgagee may at any time, without notice, release portions of the premises from the lien of this mortgage without affecting the personal liability of any person for the payment of said note or the lien of this mortgage upon the remainder of the premises for the full amount of said note then remaining unpaid.

12. The transfer of the rents, issues and profits from the premises, hereinabove made, is specific in nature and irrevocable. So long as no default exists in the payment of said note or in the keeping and performance of mortgagor's covenants hereunder, mortgagor may collect and retain the currently accruing rents, issues and profits as they accrue, but in no event in advance of their normal accrual date. In the event, however, of any such default, mortgagor hereby expressly and irrevocably authorizes and empowers the mortgagee, its agents or attorneys, [redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

(b) Collect rents for nonpayment of rent;

(c) Lease all or any part of the premises on such terms as mortgagee may deem advisable;

(d) Make alterations or repairs which mortgagee may deem advisable;

(e) Receive all rents and other income from the premises and issue receipts therefor. Out of the amount or amounts so received, mortgagee shall pay the necessary operating expenses, including a reasonable charge for managing the property, and shall then apply the net balance remaining in such manner as it may in its sole discretion deem advisable upon any sums, advances or any other portion of the indebtedness secured hereby, and then render any overplus to mortgagee. Mortgagee shall be accountable only to the extent that such rents and income are actually collected.

In the event of default, the exercise of the above rights shall in no manner affect, impair, restrict, delay or retard the mortgagee's right to foreclose this mortgage or to sell the premises in accordance with the power of sale below.

13. If default be made in the payment of said note or any part thereof or of any interest thereon or in the keeping and performance of any of the covenants hereunder, the entire debt secured hereby shall, at the election of the said mortgagee and without notice, become immediately due and payable and (a) this mortgage may be foreclosed by judicial action or (b) the mortgagee may sell the premises and may execute and deliver a deed or deeds conveying all the right, title and interest of the mortgagor in the premises to the purchaser or purchasers at any such sale, in accordance with all the provisions hereof and the laws, statutes and rules of Civil Procedure of the State of Wyoming relating to a power of sale in mortgages. The premises may be sold as a whole or in parcels, at public or private sale and without liability for so doing. The proceeds of any sale shall be applied to the payment of costs and expenses of the sale, the execution of the deed, and any reasonable attorney's fee, to the payment of all moneys due hereon to the mortgagee, and thereafter any balance shall be rendered to the mortgagor.

14. In the event suit is filed to foreclose this mortgage, the court shall, on motion of the mortgagee, appoint a receiver to take possession and control of and to collect the rents and profits arising out of the premises, and with the usual powers of a receiver in such cases.

15. The mortgage and the note secured hereby shall be governed and construed according to the laws of the State of Wyoming at the date of execution.

16. The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; the word "mortgagee" shall be construed as inciuding any lawful holder hereof; and the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each.

Dated the day and year first above written.

Bar Cross Land and Livestock Company, a Wyoming Corporation

By: [signature] Louis Barlow
President

Attest: [signature]
Secretary

(Over)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
} ss
COUNTY OF _____ }

On this _____ day of _____, 19___, before me personally appeared _____, to me known to be the person, or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

_____
Notary Public

My term or commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF Wyoming }
} ss
COUNTY OF Sweetwater }

Before me appeared Vivian Justin Barlow and W. Lee Perry, to me personally known, who, being by me duly sworn, did say that ~~xxxx~~ they are the President and Secretary of Bar Cross Land and Livestock Company, a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

Donald D. Stevens
Notary Public

My term or commission expires:
My Commission Expires December 21, 1976

Loan No. 195693 7

Bar Cross Land and Livestock Company,
a Wyoming Corporation

TO

THE TRAVELERS INSURANCE CO.

WYOMING MORTGAGE

Farm

Record and return to:

John S. Mackey
Pinedale, WY 82941

L-5841 NEW 2-58 PRINTED IN U.S.A.

STATE OF WYOMING }
} ss
County of _____ }

This instrument was filed for record at _____ o'clock ___.m. on the _____ day of _____, 19___, and recorded in Book _____ on page _____.

_____
County Clerk and Ex-Officio
Register of Deeds

_____
Deputy Clerk

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HERMAN A. GENETTI and IMOGENE GENETTI, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Ten thousand eight hundred dollars ($10,800.00) Dollars, due 12-1-74 with interest from 12-11-73 at the rate of ten (10) per cent per annum, payable annual evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tracts 32, 33, 36, 37, 40, 41, 44, 45, of the Tyler Subdivision Sublette County, Wyoming, as the same appears of record on the official plat therefore filed for record in the Office of the County Clerk and Ex-Officio register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.
Subject to reservations and restrictions contained in United States Patents.
Subject to rights of way and easements of record or in use.

Rlse Bk9 Pg 1

139191

RECORDED December 14 1973 10:00 M
IN BOOK 25 Mortgage PAGE 104
FEES $3.00 Anna R Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois L Yates Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $10,800.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 11th day of December A. D. 1973.

In the presence of

Herman A Genetti

Imogene Genetti

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Herman A. Genetti,
Progeno Genetti,
this 14th day of December, 1973.

Witness my hand and official seal.

Nancy M. Kenyon
Signature

Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at.....
o'clock.....M., on the.....
day of.....A. D. 19....
and duly recorded in Book.....
on Page.....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No.....
Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MELVIN L. MCLOUGHLIN and BETTY LOU MCLOUGHLIN, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fourteen thousand four hundred seventy five & no/100 Dollars, due 12-1-83 with interest from 12-1-73 at the rate of 10 per cent per annum, payable 10 annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 13 of the Hecox Second Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat therefore filed for record in the Office of the County Clerk and Ex-Officio Register of Dees, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining. Subject to reservations and restrictions contained in United States Patents.
Subject to restrictions governing Hecox Second Subdivision filed for record in the Office of the County Clerk and recorded in Book 25 of Miscellaneous Page 446, February 4, 1969..

139237 Rel'd B 12 Pg 10

RECORDED December 18 19 73 2:07 P.M.
IN BOOK 25 Mortgage PAGE 106
FEES $3.00 Amend Rel'd Mark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Gale Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $14,475.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 1st day of December A. D. 19 73.

In the presence of

MELVIN L. McLOUGHLIN

BETTY LOU McLOUGHLIN

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Melvin L. McLoughlin and Ivy Lou McLoughlin, this 1st day of December, 1973.

Witness my hand and official seal.

Nancy M. Kenyon
Signature

Notary Public
Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of)

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Donald L. Townsend and Lillian E. Townsend, husband and wife

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Six thousand Dollars, due 12/11/74 with interest from Date at the rate of ten per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Section Two (2), Lot Three (3), SE/4 NW/4, SW/4, Section Eleven (11) N/2 NW/4
Township 31 North, Range 109 West of the 6th P.M.

Released
9mtg Rlse pg 122

139701

RECORDED December 21 19 73 2:30 PM
IN BOOK 25 Mortgage PAGE 108
FEES $3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lisa J. Yoakie Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 11th day of December A. D. 19 73.

In the presence of

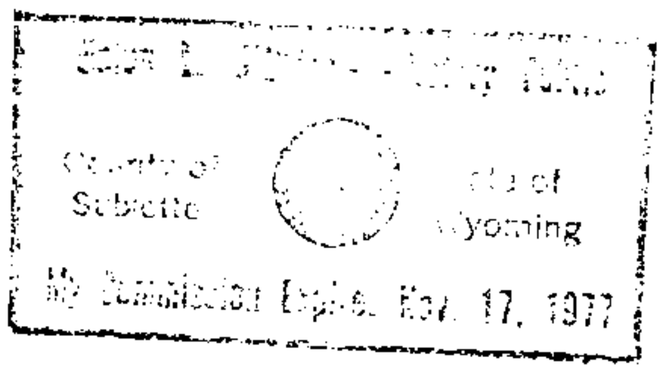
X Donald L. Townsend

X Lillian E. Townsend

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this 14 day of December, 19 77.

Witness my hand and official seal.



Notary Public
Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____ A. D. 19____ and duly recorded in Book _____ on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

MORTGAGE DEED—FORM NO. [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

H. L. Hammons, also known as Hueston L. Hammons, and Faye Hammons, also known as Zella Faye Hammons, husband and wife mortgagor, of Sublette County, State of Wyoming, to secure the payment of Thirty-one thousand Dollars, due in five yearly payments of $6,200.00 principal and yearly accrued interest with interest from 12/20/73 at the rate of ten per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to State Bank of Big Piney mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

That part of the SW/4 SW/4 of Section 20, Township 34 North, Range 109 West of the Sixty Principal Meridian, described as follows:

Commence at the Southwest corner of said Section 20, and proceed therefrom North 0°4' West, a distance of 624.8 feet to a point, which said point is the initial point of this traverse; and from initial point proceed North 0°4' West a distance of 300 feet to a point; thence proceed north 89° 56' East, a distance of 580.8 feet to a point; thence proceed South 0°4' East a distance of 300 feet to a point; thence proceed South 89°56' West a distance of 580.8 to the initial point;

AND TOGETHER with all buildings, fences and improvements situate thereon and appurtenant thereto, AND TOGETHER with all water and water rights, and ditch and ditch rights situate thereon and appurtenant thereto; SUBJECT, HOWEVER, to the provisions of United States patents, and SUBJECT FURTHER to all exceptions and reservations of record, AND SUBJECT FURTHER to all easements and rights of way of record or in actual use.

Released Bk 9 pg 202

139760

RECORDED December 27 1973 9:00 A.M.
IN BOOK 25 Mortgage PAGE 110
FEES $3.00 Anne L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Iris Yi Yake Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Thirty-one thousand Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 20th day of December A. D. 19 73.

In the presence of

H. L. Hammons
Faye Hammons

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by H. L. Hammons and Faye Hammons,

, ,

this 20th day of December, 19 73.

Witness my hand and official seal.

Helen L. O'Brien
Signature

Notary
Title of Officer

My Commission Expires

Helen L. O'Brien — Notary Public
State of Wyoming
County of Sublette
My Commission Expires Nov. 17, 1977

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..... } ss.

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A. D. 19.... and duly recorded in Book ..... on Page .....

..... County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk

No. ..... Fees, $.....

MORTGAGE DEED—FORM NO. 44

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That FRANK J. FAVAZZO and FRANCINE F. FAVAZZO, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of TEN THOUSAND DOLLARS ($10,000.00) ~~Dollars~~, due ~~date~~ with interest from date hereof at the rate of TEN (10) per cent per annum, ~~payable annually~~ evidenced by one promissory note, of even date herewith, payable in 120 monthly installments of THREE HUNDRED TWENTY-FIVE DOLLARS ($325.00), commencing on January 20, 1974, do hereby mortgage to STATE BANK OF BIG PINEY, WYOMING, a Wyoming banking corporation, mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 1 of Block 8 of the Cooley Second Addition to the Town of Pinedale, Wyoming, EXCEPT HOWEVER the east 10 feet thereof,

AND TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO exceptions and reservations of record, AND SUBJECT FURTHER TO easements and rights of way in use or of record.

139770 Rlse-Bk 9 Pg 495

RECORDED December 27 1973 2:35 PM
IN BOOK 25 Mortgage PAGE 112
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J Yake Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than TEN THOUSAND Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee ~~its~~ its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum ~~Dollars~~ as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 20th day of December A. D. 1973.

In the presence of

Frank J. Favazzo
FRANK J. FAVAZZO

Francine F. Favazzo
FRANCINE F. FAVAZZO

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by FRANK J. FAVAZZO and FRANCINE F. FAVAZZO, husband and wife,

this 24th day of December, 1973.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1975

My Commission Expires: _____

Faye Hammons
Signature

Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of _____)

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____, A. D. 19____ and duly recorded in Book _____ on Page _____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That ROBERT L. HITTLE and MARY ANNE L. HITTLE, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of SIXTY TWO THOUSAND TWO HUNDRED DOLLARS ($62,200.00) Dollars, due Dec. 26, 1983 (Yearly payment of $6,220.00 + interest) Due December 26th of each year. with interest from date hereof at the rate of EIGHT (8) per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY, WYOMING, A Wyoming banking corporation, mortgagee, at its banking office in Big Piney, State of Wyoming, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 32 North, Range 108 West of the 6th P.M.

Section 3 - Lots 1, 2, 4, S/2 NE/4, S/2 NW/4;
Section 4 - Lot 1, SE/4 NE/4

EXCEPT HOWEVER the land above the Jack White irrigation ditch in the northeast corner of said Lot 4 of Section 3, Township 32 North, Range 108 West of the 6th P.M., containing 3 acres, more or less; BUT TOGETHER WITH all water and water rights, ditch and ditch rights and reservoir and reservoir rights situate thereon or appurtenant thereto, AND SUBJECT HOWEVER TO United States patents and the provisions thereof, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use AND SUBJECT FURTHER TO all rights of ingress and egress.

139772

RECORDED December 28 1973 9:00 AM
IN BOOK 25 Mortgage PAGE 114
FEES $3.00 Anne E Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Yake Deputy

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than ----------none---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26th day of December A. D. 19 73.

In the presence of

/s/ Robert L. Hittle ROBERT L. HITTLE

/s/ Mary Anne L. Hittle MARY ANNE L. HITTLE

114

Rlsd Bk 12 Pg 136

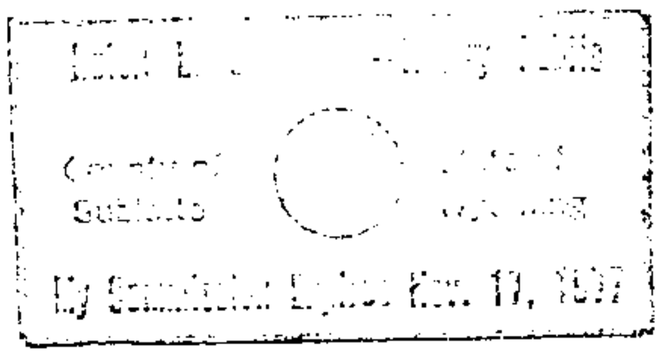
State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 26th day of December, 19 73.

Witness my hand and official seal.

Notary Title of Officer

My Commission Expires: _____



MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ... } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19 ... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

Cleared Title Page 474

MORTGAGE DEED

THIS INDENTURE, made this 27th day of December, 1973, by and between H - C RANCH LIMITED, a Wyoming Limited Partnership, the address of which is 1538 Ridgewood Street, Clearwater Florida 33515, hereinafter referred to as "Mortgagor"; and STEVEN O. NESS, whose address is 12 Vista Road, Englewood, Colorado 80110, hereinafter referred to as "Mortgagee";

WITNESSETH:

THAT the said Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, confirm and mortgage unto the said Mortgagee, his heirs, administrators and assigns forever, all of the real estate described in Exhibit A attached hereto and incorporated herein by reference, situate, lying and being in the County of Sublette, State of Wyoming.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, and all the estate, right, title and interest, claim and demand whatsoever of the said Mortgagor. Provided always, and these presents are upon the express condition that the said Mortgagor, its successors and assigns, shall pay or cause to be paid to the Mortgagee, his heirs, administrators and assigns, the sum of One Million One Hundred Seventy Thousand Dollars ($1,170,000.00), according to the terms, tenor and effect of the Promissory Note bearing even date herewith, made and delivered by the said Mortgagor, payable to the order of the said Mortgagee, in accordance with the terms after the date hereof, together with interest thereon at the rate of eight and three-quarters percent (8 3/4%) per annum from the date hereof until paid, with the final payment due on or before the 1st day of April, 1974.

120792

RECORDED January 3 1974 9:22 AM
IN BOOK 25 Mortgage PAGE 416
FEES $5.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And provided further that if the said Mortgagor, its successors and assigns shall well and truly perform all and singular the several covenants, conditions, agreements and promises contained in the said note and in these presents; and shall pay all sums of money for taxes and assessments; then these presents shall be null and void, otherwise to remain in full force.

And the said Mortgagor, for itself, its successors and assigns, covenants and agrees to and with the said Mortgagee, his heirs, administrators and assigns, that it has good right and lawful authority to sell and convey the same; that the said premises are free and clear of all liens and encumbrances whatsoever, except all rights-of-way, easements, reservations, exceptions and restrictions of record as of this date, and except the following three (3) mortgages:

1. Mortgage dated the 8th day of January, 1973, and recorded the 29th day of January, 1973, in Book 24 of Mortgages at Page 417 of the Sublette County, Wyoming Records, which Mortgage secures a promissory note in the principal amount of Five Hundred Twenty-Five Thousand Dollars ($525,000.00) payable to the order of The Travelers Insurance Company.

2. Mortgage Deed dated the 12th day of January, 1973, and recorded the 29th day of January, 1973, in Book 24 of Mortgages at Page 422 of the Sublette County, Wyoming Records, which Mortgage Deed secures a promissory note in the original principal amount of Forty Thousand Four Hundred Dollars ($40,400.00) payable to the order of H Bar C Ranches, Inc.

3. Mortgage Deed dated the 16th day of January, 1973, and recorded the 29th day of January, 1973, in Book 24 of Mortgages at Page 424 of the Sublette County, Wyoming Records, which Mortgage Deed secures a promissory note in the original

principal amount of Twenty-Five Thousand Dollars ($25,000.00) payable to the order of N. V. Sanders.

The said three (3) mortgages above described are to be released by the Mortgagee upon payment in full of the Promissory Note secured hereby. All expenses incident to the release of the said mortgages shall be borne by Mortgagee, provided that any prepayment penalty assessed in connection with the prepayment and release of The Travelers Insurance Company mortgage shall be paid by Mortgagor.

The Mortgagor expressly agrees to warrant and defend said premises against the lawful claims of all persons whomsoever, except as aforesaid; and that the Mortgagor will pay all taxes and assessments against said property before the same become delinquent, and all amounts due, or to become due, on account of principal and interest on prior encumbrances assumed by the Mortgagor; and that in default thereof, the said Mortgagee, his heirs, administrators and assigns may at once pay the same, and if the Mortgagee does make any such payments, the amount thereof may be added to the unpaid principal of the indebtedness hereby secured, and any such default on the part of the Mortgagor shall be a violation or breach of this Mortgage Deed.

And, it is expressly covenanted and agreed that if default shall be made in the payment of the said secured Promissory Note, or any part thereof, or in the payment of any interest thereon, according to the tenor and effect of said note, and after the expiration of the grace period, as provided; or if the said Mortgagor, its successors and assigns, shall allow the taxes or assessments upon the above described premises, or any part thereof, to become delinquent; or if the said Mortgagor shall become insolvent, or if there is an appointment of a receiver for any part of this

'18

property, an assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against the Mortgagor; or if the Mortgagor shall be found guilty of the violation of any statute of the State of Wyoming or of the United States or violation of any ordinance or resolution of the County of Sublette, Wyoming, relating to subdivision or sale of this property; any of these happenings shall in like manner be deemed a default hereunder; or if the Mortgagor, its successors and assigns shall fail to perform or keep any of the agreements, covenants or promises contained in said secured Promissory Note or in these presents, then upon the violation or breach of any of said covenants, promises or agreements, the whole amount represented by said note shall, at the election of the lawful holder thereof, become due and collectible at once, notice of such election being hereby waived; and the said Mortgagee, his heirs, administrators and assigns may proceed to foreclose this Mortgage Deed for the purpose of satisfying and paying the entire indebtedness secured hereby, together with interest, and all taxes and assessments which may have been paid by the said Mortgagee, his heirs, administrators and assigns, as aforesaid, together with interest on the same at the rate of twelve percent (12%) per annum from the dates of such payments, all of which are to be included in the judgment or decree in such foreclosure suit or action.

And in case suit is brought to foreclose this Mortgage Deed, the said Mortgagor, for itself and its successors and assigns, agrees to pay a reasonable attorney's fee therefor, and the court costs thereof in accordance with the terms of the Promissory Note secured hereby, which are to be included in such judgment or decree.

And in case any action or suit shall be commenced, and said Mortgagee be made party plaintiff or defendant by reason of this Mortgage Deed, he shall be allowed a reasonable attorney's fee and his costs therein, and the same shall be a further lien upon siad premises, and in case of the foreclosure of this Mortgage Deed, shall be included in such judgment or decree.

The Mortgagor does expressly relinquish and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, the said Mortgagor has caused its name to be hereunto subscribed by its General Partner the day and year first above written.

H - C RANCH LIMITED
A Wyoming Limited Partnership

By /Richard D. Smith
Richard D. Smith
General Partner

State of Colorado)
) ss.
County of Larimer)

The foregoing Mortgage Deed was acknowleged before me this 27th day of December, 1973, by Richard D. Smith, General Partner of H - C Ranch Limited, a Wyoming Limited Partnership.

Witness my hand and official seal.

My commission expires: January 26, 1976.

Betty Lou Miller
Notary Public

EXHIBIT A TO MORTGAGE DEED BETWEEN H - C RANCH LIMITED, MORTGAGOR; and STEVEN O. NESS, Mortgagee

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 5: Lots 2, 3, and 4, S1/2NW1/4, SW1/4NE1/4;
Section 6: Lots 1, 2, 3, 4 and 5, S1/2NE1/4, SE1/4NW1/4;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 19: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL);
Section 20: W1/2W1/2;
Section 29: W1/2;
Section 30: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL);
Section 31: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL);
Section 32: W1/2, SW1/4SE1/4;

TOWNSHIP 34 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 24: All;
Section 25: All;
Section 26: E1/2, NW1/4, E1/2SW1/4;
Section 35: E1/2NE1/4

MORTGAGE—FORM NO. 48

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

R. C. HAMILTON and MARGUERITE V. HAMILTON, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of THIRTY THOUSAND and No/100 - - - - - -($30,000.00) Dollars, due 1/1/84 with interest from 1/7/74 at the rate of seven (7%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith,

do hereby mortgage to STEVE BUCHO and KATHERINE BUCHO, husband and wife

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Five (5), Six (6), Seven (7), and Eight (8), Block Fifteen (15), Hennick Addition to the Town of Pinedale, as the same appear of record in the official map or plat filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States Patents;
SUBJECT TO easements and rights of way of record or in use.

139877

RECORDED January 8 19 74 12:50 PM
IN BOOK 25 Mortgage PAGE 122
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Thirty Thousand ($30,000.00) Dollars during the life of this mortgage, in favor of and payable to the mortgageeS, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgageeS may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgageeS their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 5 day of JAN. A. D. 1974.

In the presence of

R. C. Hamilton
R. C. Hamilton

Marguerite V. Hamilton
Marguerite V. Hamilton

22

R/SE - Book 13, Page 21
11-5-85

State of N C
County of Buncombe } ss.

The foregoing instrument was acknowledged before me this 5 day of JAN, 1924.

Witness my hand and official seal.

Robert C. Abernethy
Title of Officer

My Commission Expires: 11-30-24

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..... } ss.

This instrument was filed for record at .....
o'clock.....M., on the.....
day of.....A. D. 19....
and duly recorded in Book.....
on Page.....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No.....
Fees, $.....

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That DONALD R. ANSELMI, a single man, herein designated as Mortgagor, of ~~Sweetwater~~, County of Sweetwater, State of Wyoming, to secure the payment of the principal sum of FORTY-FIVE THOUSAND and no/100 ---------- Dollars ($ 45,000.00), with interest as evidenced by a promissory note dated of even date herewith to the order of

THE AMERICAN NATIONAL BANK OF CHEYENNE, Cheyenne, Wyoming,

, hereinafter designated Mortgagee, principal and interest payable in ten annual installments of $ 4,500.00, plus interest each on the 10th day of each ~~January~~, beginning on the 10th day of January, 19 75, each installment to be applied first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid shall be due with the final installment on January 10, 1985, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Those four parcels of land located in Sublette County, Wyoming, and described on Exhibit A attached hereto and by this reference made a part hereof.

13988S Book Of 9 Pg 431

RECORDED January 9 19 74 9:00 A M
IN BOOK 25 Mortgage PAGE 124
FEES $6.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. In case of default in any of the payments stipulated in said note, the undersigned, as further security for this mortgage and the note secured thereby, do hereby assign, set over and convey unto the mortgagee all rents, issues and profits from the above described property.

2. At the option of the Mortgagee, this mortgage shall become due and payable in full in the event of the sale or transfer of the within described property either by deed or contract for deed.

3. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be, applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at ten per cent per annum, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expendid or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

10. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceed-

ings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the Court.

11. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor (s) ha hereunto set hand (s) this 30th. day of December, 19 73.

Donald R. Anselmi

In the presence of—

.....

.....

STATE OF WYOMING
} ss.
COUNTY OF SWEETWATER

The foregoing instrument was ackowledged before me this 30th. day of December, 19 73.
by DONALD R. ANSELMI.

Witness my hand and official seal.

JOHN M. ANSELMI - Notary Public
County of Sweetwater State of Wyoming
My Commission expires February 15, 1976

Notary Public

My Commission Expires: .....

STATE OF WYOMING
} ss.
COUNTY OF .....

The foregoing instrument was acknowledged before me this ..... day of ....., 19.....

Witness my hand and official seal.

Notary Public

My Commission Expires: .....

EXHIBIT A TO MORTGAGE FROM DONALD R. ANSELMI TO THE AMERICAN NATIONAL BANK OF CHEYENNE

A tract of land in the N½NW¼ of Section 29, Township 34 North, Range 109 West of the 6th P.M., in Sublette County, Wyoming, and described as follows:

Beginning at a point on the northeasterly right-of-way line of the Cora-Pinedale County Road S. 44°36' E., 1029.5 feet from the northwest corner of said Section 29;
thence S. 39°49' E., 325.0 feet to a point;
thence N. 50°11' E., 700.0 feet to a point;
thence N. 39°49' W.,325.0 feet to a point;
thence S. 50°11' W., 700.0 feet to the point of beginning; and

That part of the S½SW¼ of Section 20 and the N½NW¼ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the northeasterly right-of way line of the Cora-Pinedale County Road S. 44°36' E., 1029.5 feet from the northwest corner of said Section 29 where is found a 2" galvanized steel pipe 30" long with brass cap inscribed "Paul N. Scherbel RLS 164 Big Piney, Wyoming 1965"

T 34 N R 109 W

S19	S20
S30	S29

thence N. 50°11' E., 700.0 feet along the existing Curtright tract to a point; thence S. 39°49' E. 650.0 feet along the said Curtright tract to a point; thence N. 50°11' E., 300.0 feet; thence N. 39°49' W, 890.6 feet; thence S. 50°11' W., 1000 feet to the said northeasterly right-of-way line; thence S. 39°49' E., the base bearing of this survey, 240.6 feet along the said right-of-way line to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed Survey Point Do Not Disturb RLS 164"; and

Tract 3: That part of the W½NW¼ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point which lies N. 28°24' E., 1237.5 feet from the West ¼ corner of said Section 29 where is found a flint stone 6" x 4" x 3" above ground marked ¼ on the north; thence N. 65°17' E., 302.65 feet to the northwest corner of the Shriver Subdivision of record in the office of the Clerk of Sublette County, Wyoming, thence N. 50°06' E., 288.3 feet along the north line of said Shriver Subdivision to a point on the westerly right-of-way line of the Pinedale-Cora County Road; thence N. 39°49' W., 274.75 feet along said westerly right-of-way line to a point, thence S. 53°36' W., 493.5 feet to a point; thence S. 18°28' E., 242.5 feet to the point of beginning; and

That part of the S½NW¼ of Section 29, Township 34, North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the east right-of-way line of the Pinedale-Cora Road; N. 57°46' E., 776.7 feet from the center ¼ corner of said Section 29 where is found a flint stone 6" x 6" x 5" above ground marked CEN 29 on N. B on S set in mound of stone;

thence N. 40°18' W., 1102.4 feet along the east right-of-way line of said County Road to a point; thence N. 80°37' E., 422. 5 feet to a point identical with point No. D of the Bishop Survey of record in Book 9 of Deeds, at page 64, in the office of the Clerk of Sublette County, Wyoming; thence S. 11°05' E., 513.0 feet to a point identical with point No. E of said Bishop Survey; thence S. 26°00' E., 452.0 feet along in part the said Bishop survey to the point of beginning.

M O R T G A G E

THIS MORTGAGE, made the 15th day of January, 1974, by and between Anna E. Townsend, a single woman of Sublette County, Wyoming hereinafter referred to as MORTGAGOR and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, Capitol Building, Cheyenne, Wyoming, hereinafter referred to as MORTGAGEE, to secure payment of the sum of TEN THOUSAND DOLLARS ($10,000.00) together with interest thereon at the rate of FIVE (5%) per annum according to the tenor and effect of a certain promissory note of even date herewith, given by the said MORTGAGOR to the said MORTGAGEE, which said note MORTGAGOR agrees to pay;

WITNESSETH: That the said MORTGAGOR for and in consideration of the sum aforesaid, the receipt whereof is hereby acknowledged and confessed, does hereby mortgage unto the said MORTGAGEE, its successors and assigns the following described real estate, to-wit:

T. 31 N. R. 109 W. of the 6th P.M., Sublette County, Wyoming

SECTION 2: N½NE¼ and that portion of the S½NE¼ lying above the Paradise Canal

140007

RECORDED January 15 19 74 11:03 A M
IN BOOK 25 Mortgage PAGE 130
FEES $5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

Released BK. 14 Rel e pg. 550

with all and singular the two sprinkler irrigation systems

located on real property described as follows:
T. 31 N., R. 109 W. of the 6th P.M., Sublette County, Wyoming

SECTION 2: NE¼

as evidenced in that certain "PROJECT AGREEMENT" entered into by the parties on the 12th day of November, 1973 which said Agreement is hereby incorporated herein by reference and made a part hereof; and MORTGAGOR does hereby further mortgage and assign unto MORTGAGEE all its right, title and interest in those certain water rights as recorded in the office of the Wyoming State Engineer, which said water rights are particularly described and recorded as follows:

Permit No. 5801 Enl. Book No. 21, Page 221, Priority date, June 22,1954

Permit No.21100, Book No. 71, Page 159, Priority date,September 30, 1952

together with any and singular the said water rights that may be hereafter granted to MORTGAGOR whereby water is delivered to supply the said two sprinkler irrigation systemsand to irrigate the said lands included thereunder which said water rights, together with any and singular subsequent water rights are hereby incorporated herein by reference and made a part hereof,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

The payment of all indebtedness evidenced by and according to the terms of the promissory note hereinabove referred to is hereby incorporated herein by reference and provides payment as follows:

Note dated January 15, 1974,

executed by Anna E. Townsend, a single woman

payable to the order of the State of Wyoming, WYOMING FARM LOAN BOARD at its office in the State Capitol Building, Cheyenne, Wyoming, in the principal sum of TEN THOUSAND DOLLARS ($ 10,000.00) with interest on the unpaid balance thereof at the rate of FIVE PERCENT (5%) per annum, amortized payments to be made in installments of NINE HUNDRED SIXTY-THREE and 42/100ths DOLLARS ($ 963.42) on the principal and interest with the final installment of NINE HUNDRED SIXTY-THREE and 47/100ths DOLLARS ($963.47) due and payable on the 1st day of December, 1988, unless sooner discharged in full.

The condition of this mortgage is such that if the MORTGAGOR well and truly pays the Promissory Note hereinabove referred to, according to the terms thereof, this mortgage shall be null and void, otherwise to remain in full force and effect.

MORTGAGOR shall pay all taxes, liens, judgments, assessments or insurance or any interest thereon and in case default be made in the payment of the principal, or any installment thereof, or any installment of interest as provided in said

Promissory Note then the whole sum of principal and interest shall become due and payable at the option of MORTGAGEE, and MORTGAGEE may proceed, pursuant to law, to foreclose on said property; and out of the proceeds from such foreclosure, the MORTGAGEE shall retain all sums due to it under said Promissory Note, together with the costs and charges of making such foreclosure, including a reasonable attorney's fee.

The provisions of this mortgage shall apply to and be binding upon the personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, MORTGAGOR has subscribed her name hereunto on the day and year first above written.

Anna E. Townsend
MORTGAGOR, a single woman

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Anna E. Townsend, a single woman
this 15th day of January, 1974.

Witness my hand and official seal.

Anna R. Clark
~~NOTARY PUBLIC~~ County Clerk

My ~~Commission~~ Term expires: 1-4-75

[redacted] [redacted] [redacted]

Wyoming Farm

This Mortgage,

made December 18, 1973, by

H - C Ranch Limited, a Wyoming Partnership,

of Pinellas County, and State of ~~Wyoming~~ Florida hereinafter called the Mortgagor, to

THE TRAVELERS INSURANCE COMPANY

a corporation organized and existing under the laws of the State of Connecticut and having its principal office at 700 Main Street in the City of Hartford, County of Hartford, and State of Connecticut, hereinafter called the Mortgagee;

Witnesseth, that the mortgagor, for and in consideration of a loan of money in the principal sum hereinafter stated, to him in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, hereby warrants and mortgages to the mortgagee, as security for the payment to said mortgagee at its principal office, or to its successors and assigns, of the principal sum of -

NINE HUNDRED THOUSAND AND NO/100 - - - - - - - - - - - - - - - Dollars ($ 900,000.00)

and interest thereon at Eight and One Half (~~8½~~ %) per centum per annum from December 18, 1973, according to one certain promissory note bearing even date herewith, the terms and conditions of which are herein incorporated by reference, with final payment due January 1, 1994, the following described real estate, hereinafter called the premises, situated in the County of Sublette, State of Wyoming, to wit:

Lots Two (2), Three (3), and Four (4), and the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section Five (5); Lots One (1), Two (2), Three (3), Four (4), and Five (5), and the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section Six (6); all in Township Thirty-three (33) North, Range One Hundred-thirteen (113) West of the 6th P.M.

Lots One (1), Two (2), Three (3), and Four (4), and the East Half ($E\frac{1}{2}$), and the East Half of the West Half ($E\frac{1}{2}W\frac{1}{2}$), (All) of Section Nineteen (19); the West Half of the West Half ($W\frac{1}{2}W\frac{1}{2}$) of Section Twenty (20); the West Half ($W\frac{1}{2}$) of Section Twenty-nine (29); Lots One (1), Two (2), Three (3), and Four (4), and the East Half ($E\frac{1}{2}$), and the East Half of the West Half ($E\frac{1}{2}W\frac{1}{2}$), (All) of Section Thirty (30); Lots One (1), Two (2), Three (3), and Four (4), and the East Half ($E\frac{1}{2}$), and the East Half of the West Half ($E\frac{1}{2}W\frac{1}{2}$), (All) of Section Thirty-one (31); the West Half ($W\frac{1}{2}$), and the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-two (32); all in Township Thirty-four (34) North, Range One Hundred-thirteen (113) West of the 6th P.M.

All of Section Twenty-four (24); All of Section Twenty-five (25); The East Half ($E\frac{1}{2}$), and the Northwest Quarter ($NW\frac{1}{4}$), and the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Twenty-six (26); the East Half of the Northeast Quarter ($E\frac{1}{2}NE\frac{1}{4}$) of Section Thirty-five (35); all in Township Thirty-four (34) North, Range One Hundred-fourteen (114) West of the 6th P.M.

Sublette County, Wyoming

140025

RECORDED January 16 1974 10:45 AM

IN BOOK 25 Mortgages PAGE 134

FEES $6.75 Anne R Clark COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Lois J Clarke Deputy

T-5841 M CTV 2-73 PRINTED IN U.S.A.

(Over)

134

Released BK. 14 Rel. @ Pg-441

together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including all rents, royalties, bonuses or other income under any existing or future oil, gas or mineral or other leases; all easements and rights of way, and

All water, water rights, whether riparian, appropriative or otherwise and whether or not appurtenant, all ditch rights, and any shares of stock evidencing any such water or ditch right, and

All leases, permits, allotments, licenses and privileges, whether or not appurtenant, from the United States or the State of Wyoming, or any Department or other agency of either for the purpose of grazing, pasturing or feeding livestock on any of the public lands of the United States or the State of Wyoming, and

All buildings and improvements and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; and all pumps, pumping stations, motors, switch boxes and transformers, engines, machinery, reservoirs, pipes, flumes, and other equipment used for the production of water on said premises or for the irrigation or drainage thereof; and

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

AND the mortgagor does hereby covenant and agree with the said mortgagee as follows:

1. To pay all of the said sums of money, both principal and interest, specified in said note at the times therein designated.

2. To leave with the mortgagee during the existence of said note any abstract of title furnished to the mortgagee. In the event of any foreclosure sale hereunder the mortgagee may deliver such abstract to the purchaser at such sale and it shall become the property of such purchaser.

3. To pay (a) before the same becomes delinquent, all taxes, assessments, water and other charges upon or against the premises, or upon or against this mortgage or said note, now or hereafter levied or assessed in Wyoming, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right; and (b) any other charges, lien or other encumbrance which shall appear to be a lien prior to the lien of this mortgage upon the premises or the buildings or other fixtures thereon. In default thereof, mortgagee may, without demand or notice, either (a) pay and discharge the same, or (b) may appear in any action for the enforcement thereof and defend or settle the same and its determination as to the validity, priority and amount thereof shall be binding upon the mortgagor.

4. To keep such buildings and other fixtures upon the premises insured against such hazards and in such amounts as may be required by mortgagee. All policies of insurance and the renewals thereof shall be written upon forms and in companies satisfactory to mortgagee, be made payable, in case of loss, to mortgagee, and shall, with premiums fully paid by mortgagor, be delivered at least fifteen (15) days before the expiration of any old policy, to the mortgagee and held by it. In default thereof, mortgagee may procure such insurance and pay the premiums thereon.

In case of loss, mortgagee is authorized and empowered at its option to collect and receive the proceeds from any such policy and, after deducting from such insurance proceeds any expenses incurred by it in the collection or handling thereof, to apply the net proceeds, at its election, either to the restoration of the property damaged or as a credit on any portion of the unpaid balance of said note whether then matured or to mature in the future.

5. To pay all rents, fees or charges now due or to become due under the terms of each lease, permit, allotment, license and privilege from the United States or the State of Wyoming, or any Department or other agency of either, hereinabove transferred; and, to perform and observe every act, covenant, condition and other agreement necessary to keep each of the same in good standing as required by the terms thereof and by the rules and regulations applicable thereto; and, on the expiration of the term of each of the same, to apply for, and to take every necessary step to secure the reissue, renewal or extension of the same; and, to assign, waive, pledge or endorse to the mortgagee each of the same hereafter issued, extended or renewed. In default thereof, mortgagee may pay such rents, fees or charges.

6. To commit or permit no waste to the premises and to keep the buildings and other fixtures thereon in good condition and repair. In default thereof, mortgagee may at its option remedy any waste or make any repairs and its determination as to the advisability or necessity thereof shall be binding on mortgagor. Mortgagee is hereby authorized to enter upon and take possession of the premises for such purpose.

7. To pay mortgagee, immediately and without demand, all sums which it shall pay or expend pursuant to the provisions of paragraphs 3, 4, 5 and 6 above, including cost of any title evidence and reasonable attorney's fees, together with interest thereon from date of expenditure until paid at the rate of ten per cent (10) per annum and if not so paid by mortgagor, all such sums shall be added to the debt and secured hereby.

8. Mortgagee, by an authorized agent or employee, may enter upon and inspect the premises at any reasonable time.

9. The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the premises, buildings or other fixtures thereon shall be paid to the mortgagee and shall at its option, either be applied as a credit on any portion of the unpaid balance of said note, whether then matured or to mature in the future, or be released to mortgagor.

10. If mortgagor is or becomes the owner of irrigable lands subject to and in excess of the land limitation provisions of the Federal Reclamation Laws and pursuant to the provisions thereof is required to designate part thereof as non-excess and part as excess lands, mortgagor agrees to designate the irrigable lands on the premises, or so much thereof as may be so designated within said limitation provisions, as non-excess lands.

11. The mortgagee may at any time, without notice, release portions of the premises from the lien of this mortgage without affecting the personal liability of any person for the payment of said note or the lien of this mortgage upon the remainder of the premises for the full amount of said note then remaining unpaid.

12. The transfer of the rents, issues and profits from the premises, hereinabove made, is specific in nature and irrevocable. So long as no default exists in the payment of said note or in the keeping and performance of mortgagor's covenants hereunder, mortgagor may collect and retain the currently accruing rents, issues and profits as they accrue, but in no event in advance of their normal accrual date. In the event, however, of any such default, mortgagor hereby expressly and irrevocably authorizes and empowers the mortgagee, its agents or attorneys, [redacted] tion and without notice to mortga[redacted] the appointed agent of mortgago[redacted]

(a) [redacted] immediate possession of and maintain [redacted] trol and management over the prem[redacted]

(b) Oust tenants for nonpayment of rent;

(c) Lease all or any part of the premises on such terms as mortgagee may deem advisable;

(d) Make alterations or repairs which mortgagee may deem advisable;

(e) Receive all rents and other income from the premises and issue receipts therefor. Out of the amount or amounts so received, mortgagee shall pay the necessary operating expenses, including a reasonable charge for managing the property, and shall then apply the net balance remaining in such manner as it may in its sole discretion deem advisable upon any sums, advances or any other portion of the indebtedness secured hereby, and then render any overplus to mortgagee. Mortgagee shall be accountable only to the extent that such rents and income are actually collected.

In the event of default, the exercise of the above rights shall in no manner affect, impair, restrict, delay or retard the mortgagee's right to foreclose this mortgage or to sell the premises in accordance with the power of sale below.

13. If default be made in the payment of said note or any part thereof or of any interest thereon or in the keeping and performance of any of the covenants hereunder, the entire debt secured hereby shall, at the election of the said mortgagee and without notice, become immediately due and payable and (a) this mortgage may be foreclosed by judicial action or (b) the mortgagee may sell the premises and may execute and deliver a deed or deeds conveying all the right, title and interest of the mortgagor in the premises to the purchaser or purchasers at any such sale, in accordance with all the provisions hereof and the laws, statutes and rules of Civil Procedure of the State of Wyoming relating to a power of sale in mortgages. The premises may be sold as a whole or in parcels, at public or private sale and without liability for so doing. The proceeds of any sale shall be applied to the payment of costs and expenses of the sale, the execution of the deed, and any reasonable attorney's fee, to the payment of all moneys due hereon to the mortgagee, and thereafter any balance shall be rendered to the mortgagor.

14 In the event suit is filed to foreclose this mortgage, the court shall, on motion of the mortgagee, appoint a receiver to take possession and control of and to collect the rents and profits arising out of the premises, and with the usual powers of a receiver in such cases.

15. The mortgage and the note secured hereby shall be governed and construed according to the laws of the State of Wyoming at the date of execution.

16. The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; the word "mortgagee" shall be construed as including any lawful holder hereof; and the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each.

Dated the day and year first above written.

H - C Ranch Limited, a Wyoming Partnership

By: Richard D. Smith

Richard D. Smith, General Partner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
} ss
COUNTY OF Pinellas

On this 8th day of January, 1974, before me personally appeared Richard D. Smith, General Partner of H-C Ranch Limited a Wyoming Partnership to me known to be the person, or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

Notary Public

My term or commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 17, 1974
BONDED THROUGH FRED W. DIESTELHORST

CORPORATE ACKNOWLEDGMENT

STATE OF
} ss
COUNTY OF

Before me appeared ~~they are~~, to me personally known, who, being by me duly sworn, did say that ~~he~~ the ~~President and Secretary~~ of ~~H-C Ranch Limited a Wyoming Partnership~~, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ~~President and Secretary~~ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My term or commission expires:

Loan No. 194713 4

H - C Ranch Limited, a Wyoming Partnership

TO

THE TRAVELERS INSURANCE CO.

WYOMING MORTGAGE

Farm

Record and return to: John S. Mackey
Pinedale, WY 82941

L-5841 NEW 2-58 PRINTED IN U.S.A.

STATE OF WYOMING
} ss
County of

This instrument was filed for record at ___ o'clock ___ .m. on the ___ day of ___, 19___, and recorded in Book ___ on page ___.

County Clerk and Ex-Officio
Register of Deeds

Deputy Clerk

[redacted] [redacted] [redacted]

Wyoming Farm

This Mortgage,

made January 2, 19 74, by

Jim Bridger Development, Inc., a Wyoming Corporation

of Sublette County, and State of Wyoming hereinafter called the Mortgagor, to

THE TRAVELERS INSURANCE COMPANY

a corporation organized and existing under the laws of the State of Connecticut and having its principal office at 700 Main Street in the City of Hartford, County of Hartford, and State of Connecticut, hereinafter called the Mortgagee;

Witnesseth, that the mortgagor, for and in consideration of a loan of money in the principal sum hereinafter stated, to him in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, hereby warrants and mortgages to the mortgagee, as security for the payment to said mortgagee at its principal office, or to its successors and assigns, of the principal sum of- -

EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - Dollars ($ 87,500.00)

and interest thereon at Nine (-9- %) per centum per annum from

January 2 , 19 74, according to one certain promissory note bearing even date herewith, the terms and

conditions of which are herein incorporated by reference, with final payment due July 1 , 1993 ,

the following described real estate, hereinafter called the premises, situated in the County of Sublette , State of Wyoming, to wit:

Southwest Quarter (SW¼) of Section Twenty-eight (28); East Half of the Southeast Quarter (E½SE¼) of Section Twenty-nine (29); North Half of the Northeast Quarter (N½NE¼), Southwest Quarter of the Northeast Quarter (SW¼NE¼), West Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (W½SE¼SE¼NE¼), North Half of the Southeast Quarter of the Northeast Quarter (N½SE¼NE¼), Southwest Quarter of the Southeast Quarter of the Northeast Quarter (SW¼SE¼NE¼), and the East Half of the Northwest Quarter (E½NW¼) of Section Thirty-two (32); North Half of the Northwest Quarter (N½NW¼), East Half of the Southeast Quarter of the Northwest Quarter (E½SE¼NW¼), Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW¼SE¼NW¼), Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE¼SW¼NW¼), and the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW¼SW¼NW¼) of Section Thirty-three (33); all in Township Thirty-five (35) North, Range One Hundred-ten (110) West of the 6th Principal Meridian, Sublette County, Wyoming.

140055

RECORDED January 18 19 74 10:15 A M

IN BOOK 25 Mortgage PAGE 138

FEES $ 4.00 Leona K Clarke COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Lucy G Gyatt Deputy

7-21-80 Partial Release Bk 10 Mtg Rec Pg 629

12-8-82 Partial Rlse Bk 11 pg 532

3-24-82 Partial Rlse Bk 11 pg 614

Released Book 15, Page 618.

(Over)

841 NEW 2-58 PRINTED IN U.S.A.

together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including all rents, royalties, bonuses or other income under any existing or future oil, gas or mineral or other leases; all easements and rights of way, and

All water, water rights, whether riparian, appropriative or otherwise and whether or not appurtenant, all ditch rights, and any shares of stock evidencing any such water or ditch right, and

All leases, permits, allotments, licenses and privileges, whether or not appurtenant, from the United States or the State of Wyoming, or any Department or other agency of either for the purpose of grazing, pasturing or feeding livestock on any of the public lands of the United States or the State of Wyoming, and

All buildings and improvements and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; and all pumps, pumping stations, motors, switch boxes and transformers, engines, machinery, reservoirs, pipes, flumes, and other equipment used for the production of water on said premises or for the irrigation or drainage thereof; and

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

AND the mortgagor does hereby covenant and agree with the said mortgagee as follows:

1. To pay all of the said sums of money, both principal and interest, specified in said note at the times therein designated.

2. To leave with the mortgagee during the existence of said note any abstract of title furnished to the mortgagee. In the event of any foreclosure sale hereunder the mortgagee may deliver such abstract to the purchaser at such sale and it shall become the property of such purchaser.

3. To pay (a) before the same becomes delinquent, all taxes, assessments, water and other charges upon or against the premises, or upon or against this mortgage or said note, now or hereafter levied or assessed in Wyoming, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right; and (b) any other charges, lien or other encumbrance which shall appear to be a lien prior to the lien of this mortgage upon the premises or the buildings or other fixtures thereon. In default thereof, mortgagee may, without demand or notice, either (a) pay and discharge the same, or (b) may appear in any action for the enforcement thereof and defend or settle the same and its determination as to the validity, priority and amount thereof shall be binding upon the mortgagor.

4. To keep such buildings and other fixtures upon the premises insured against such hazards and in such amounts as may be required by mortgagee. All policies of insurance and the renewals thereof shall be written upon forms and in companies satisfactory to mortgagee, be made payable, in case of loss, to mortgagee, and shall, with premiums fully paid by mortgagor, be delivered at least fifteen (15) days before the expiration of any old policy, to the mortgagee and held by it. In default thereof, mortgagee may procure such insurance and pay the premiums thereon.

In case of loss, mortgagee is authorized and empowered at its option to collect and receive the proceeds from any such policy and, after deducting from such insurance proceeds any expenses incurred by it in the collection or handling thereof, to apply the net proceeds, at its election, either to the restoration of the property damaged or as a credit on any portion of the unpaid balance of said note whether then matured or to mature in the future.

5. To pay all rents, fees or charges now due or to become due under the terms of each lease, permit, allotment, license and privilege from the United States or the State of Wyoming, or any Department or other agency of either, hereinabove transferred; and, to perform and observe every act, covenant, condition and other agreement necessary to keep each of the same in good standing as required by the terms thereof and by the rules and regulations applicable thereto; and, on the expiration of the term of each of the same, to apply for, and to take every necessary step to secure the reissue, renewal or extension of the same; and, to assign, waive, pledge or endorse to the mortgagee each of the same hereafter issued, extended or renewed. In default thereof, mortgagee may pay such rents, fees or charges.

6. To commit or permit no waste to the premises and to keep the buildings and other fixtures thereon in good condition and repair. In default thereof, mortgagee may at its option remedy any waste or make any repairs and its determination as to the advisability or necessity thereof shall be binding on mortgagor. Mortgagee is hereby authorized to enter upon and take possession of the premises for such purpose.

7. To pay mortgagee, immediately and without demand, all sums which it shall pay or expend pursuant to the provisions of paragraphs 3, 4, 5 and 6 above, including cost of any title evidence and reasonable attorney's fees, together with interest thereon from date of expenditure until paid at the rate of ten per cent (10) per annum and if not so paid by mortgagor, all such sums shall be added to the debt and secured hereby.

8. Mortgagee, by an authorized agent or employee, may enter upon and inspect the premises at any reasonable time.

9. The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the premises, buildings or other fixtures thereon shall be paid to the mortgagee and shall at its option, either be applied as a credit on any portion of the unpaid balance of said note, whether then matured or to mature in the future, or be released to mortgagor.

10. If mortgagor is or becomes the owner of irrigable lands subject to and in excess of the land limitation provisions of the Federal Reclamation Laws and pursuant to the provisions thereof is required to designate part thereof as non-excess and part as excess lands, mortgagor agrees to designate the irrigable lands on the premises, or so much thereof as may be so designated within said limitation provisions, as non-excess lands.

11. The mortgagee may at any time, without notice, release portions of the premises from the lien of this mortgage without affecting the personal liability of any person for the payment of said note or the lien of this mortgage upon the remainder of the premises for the full amount of said note then remaining unpaid.

12. The transfer of the rents, issues and profits from the premises, hereinabove made, is specific in nature and irrevocable. So long as no default exists in the payment of said note or in the keeping and performance of mortgagor's covenants hereunder, mortgagor may collect and retain the currently accruing rents, issues and profits as they accrue, but in no event in advance of their normal accrual date. In the event, however, of any such default, mortgagor hereby expressly and irrevocably authorizes and empowers the mortgagee, its agents or attorneys, at [redacted] option and without notice to mortgag[redacted] as the attorney-in-fact and agent of said [redacted]

[redacted] [redacted] [redacted]

(b) Oust tenants for nonpayment of rent;

(c) Lease all or any part of the premises on such terms as mortgagee may deem advisable;

(d) Make alterations or repairs which mortgagee may deem advisable;

(e) Receive all rents and other income from the premises and issue receipts therefor. Out of the amount or amounts so received, mortgagee shall pay the necessary operating expenses, including a reasonable charge for managing the property, and shall then apply the net balance remaining in such manner as it may in its sole discretion deem advisable upon any sums, advances or any other portion of the indebtedness secured hereby, and then render any overplus to mortgagee. Mortgagee shall be accountable only to the extent that such rents and income are actually collected.

In the event of default, the exercise of the above rights shall in no manner affect, impair, restrict, delay or retard the mortgagee's right to foreclose this mortgage or to sell the premises in accordance with the power of sale below.

13. If default be made in the payment of said note or any part thereof or of any interest thereon or in the keeping and performance of any of the covenants hereunder, the entire debt secured hereby shall, at the election of the said mortgagee and without notice, become immediately due and payable and (a) this mortgage may be foreclosed by judicial action or (b) the mortgagee may sell the premises and may execute and deliver a deed or deeds conveying all the right, title and interest of the mortgagor in the premises to the purchaser or purchasers at any such sale, in accordance with all the provisions hereof and the laws, statutes and rules of Civil Procedure of the State of Wyoming relating to a power of sale in mortgages. The premises may be sold as a whole or in parcels, at public or private sale and without liability for so doing. The proceeds of any sale shall be applied to the payment of costs and expenses of the sale, the execution of the deed, and any reasonable attorney's fee, to the payment of all moneys due hereon to the mortgagee, and thereafter any balance shall be rendered to the mortgagor.

14. In the event suit is filed to foreclose this mortgage, the court shall, on motion of the mortgagee, appoint a receiver to take possession and control of and to collect the rents and profits arising out of the premises, and with the usual powers of a receiver in such cases.

15. The mortgage and the note secured hereby shall be governed and construed according to the laws of the State of Wyoming at the date of execution.

16. The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; the word "mortgagee" shall be construed as including any lawful holder hereof; and the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each.

Dated the day and year first above written.

Jim Bridger Development, Inc., a Wyoming Corporation

By: [signature] President

Attest: [signature] Secretary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this_____day of_____, 19____, before me personally appeared

to me known to be the person, or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

_____
Notary Public

My term or commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Before me appeared ELVIN L. BOOTH and JACQUELINE M. BOOTH ,
to me personally known, who, being by me duly sworn, did say that they are the President and Secretary
of Jim Bridger Development, Inc., a Wyoming Corporation ,
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ELVIN L. BOOTH and JACQUELINE M. BOOTH acknowledged said instrument to be the free act and deed of said corporation.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1975

Faye Hammons
Notary Public

My term or commission expires:

Loan No. 195913 9

Jim Bridger Development, Inc.,
a Wyoming Corporation

TO
THE TRAVELERS INSURANCE CO.

WYOMING MORTGAGE

Farm

Record and return to: John S. Mackey
Pinedale, WY 82941

L-5811 NEW 2-58 PRINTED IN U.S.A.

STATE OF WYOMING)
) ss
County of)

This instrument was filed for record at
____o'clock____.m. on the_____day
of_____, 19____, and
duly recorded in Book_____on page_____.

_____
County Clerk and Ex-Officio
Register of Deeds

_____
Deputy Clerk

Recorded at 12:30 o'clock P. M., January 21-1974 Bk 25 M-4 Page 142

Reception No. 140080 Irene E Clark Recorder.

By Lucy J. Gale Deputy

THIS DEED OF TRUST, Made this Tenth day of December 1973, between JIM BRIDGER DEVELOPMENT, INC., ELVIN L. BOOTH, PRESIDENT AND JACQUELINE M. BOOTH, SECRETARY-TREASURER AND ELVIN L. BOOTH AND JACQUILINE M. BOOTH, husband and wife,

the grantor herein whose address is Box 126, Pinedale, Wyoming 82741

County of Sublette and State of ~~Colorado~~ Wyoming

and the PUBLIC TRUSTEE of the County or City and County in which the property described below is situated, in the State of ~~Colorado~~ Wyoming, County of Sublette

Witnesseth: The Grantor to secure promissory note(s) bearing even date herewith, for the total principal sum of ($18,200.00) EIGHTEEN THOUSAND TWO HUNDRED AND NO/100 - - - - - - - - - - dollars, payable to the order of EVANS PRODUCTS COMPANY, a Delaware Corporation

the beneficiary herein whose address is 3939 East 46th Street, Minneapolis, Minnesota 55406

, after the date thereof,

with interest thereon from the date thereof at the rate of 7½% percent per annum, principal and interest payable as follows: 180 consecutive monthly installments as follows: The first 90 consecutive monthly installments of $191.00 each, or more, on the 1st day of each and every month, commencing on the 1st day of February, 1974; the second 89 consecutive monthly installments of $135.00 each, or more, commencing one month after the due date of the 90th installment, and shall be payable every month thereafter; the remaining balance due hereunder shall be due and payable on the 180th installment (EXHIBIT "A")

does hereby grant and convey unto said Public Trustee the following described property, situate in the County of Sublette, State of ~~Colorado~~ Wyoming, to wit:

NE¼SE¼NW¼SW¼ of Section 28, Township 35 North, Range 113 West of the 6th Primcipal Meridian, Sublette County, Wyoming.

EXHIBIT "A" The unpaid balance due hereunder shall bear simple interest at the rate of 7½% per cent per annum; said simple interest to be computed monthly shall first be deducted from said monthly payments, and the balance of each monthly payment credited as principal.

SEND TAX STATEMENTS TO: JIM BRIDGER DEVELOPMENT, Box 126, Pinedale, Wyoming 82741

THIS INSTRUMENT DRAFTED BY: EVANS PRODUCTS COMPANY, 3939 East 46th Street, Minneapolis, Minnesota 55406

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (note holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except

and that he will keep all buildings insured for fire and extended coverage in amount equal to the unpaid balance of said note with loss payable to the beneficiary, and will pay all taxes and assessments against said property and amounts due on prior encumbrances, and if he shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts so paid shall become additional indebtedness due hereunder; and in case of foreclosure, he will pay an attorney's fee of a reasonable amount

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder; and the grantor does hereby release and waive all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

JIM BRIDGER DEVELOPMENT

Elvin L. Booth
ELVIN L. BOOTH, PRESIDENT

Elvin L. Booth
ELVIN L. BOOTH

Jacqueline M. Booth
JACQUELINE M. BOOTH, SECRETARY-TREASURER

Jacqueline M. Booth
JACQUELINE M. BOOTH

STATE OF ~~Colorado~~ Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this Tenth day of December, 1973, by JIM BRIDGER DEVELOPMENT, ELVIN L. BOOTH, President and JACQUELINE M. BOOTH, Secretary-Treasurer and ELVIN L. BOOTH AND JACQUELINE M. BOOTH, husband and wife.

My Commission expires
Witness my hand and official seal, 19

Margaret A. Rankin
Notary Public.

My Commission Expires 1-17-75

Release: Book 13 Page 484
12-3-86

No. [illegible] DEED OF TRUST TO PUBLIC TRUSTEE.—short form.—

Release, Book 13, Page 320

VA Form 26-6343b
OCT 1970
Acceptable to Federal National
Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 21st day of January, 19 74, RICHARD C. TEFERTILLER and PENNY K. TEFERTILLER, husband and wife, who, whether one person or more, are herein called MORTGAGOR whose address is Big Piney, Wyoming, hereby MORTGAGES

to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America

whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

Lots 5 and 6, Block 10 of the C. P. MacGlashan First Addition to the Town of Big Piney, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of ---------- TWENTY-ONE THOUSAND ---------- DOLLARS

($ 21,000.00) with interest at the rate of SEVEN per centum (7 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of ONE HUNDRED FORTY-EIGHT and 43/100 DOLLARS

($ 148.43), commencing on the 1st day of March, 19 74, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of February, 1999,

By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123	and recorded July 22, 1969 in Laramie County		

And a copy thereof was delivered to Mortgagor.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the Mortgagor(s) ha ve he[redacted] set t h eir hand(s) the day and [redacted] first above-written.

RICHARD C. TEFERTILLER Mortgagor

PENNY K. TEFERTILLER Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 21st day of January , 19 74 , before me personally appeared RICHARD C. TEFERTILLER and PENNY K. TEFERTILLER / husband and wife, , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t h ey executed the same as t h eir free act and deed.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1975

Notary Public

My commission expires on the day of , 19 .

140086

RECORDED January 21 19 74 4:30 P M
IN BOOK 25 Mortgage PAGE 143
FEES $3.00 Carol R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 44

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

James I. Mariner and Mary L. Mariner, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of

Twenty-seven thousand ---------- Dollars, due in 119 monthly installments of $342.00 and one of $346.80, final payment due 2/25/83 with interest from date at the rate of nine per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land situate in the SE/4 NW/4 of Section 6, Township 33 North, Range 109 West of the 6th Principal Meridian, and more particularly described as follows, to-wit:

Begin at a point on the North-South center-line of said Section 6, N.00°26'38"E., a distance of 408.18 feet from the center one-quarter section corner of said Section 6;

Thence proceed N. 00°26'38"E., a distance of 634.97 feet;

Thence proceed N. 89°21'20"W., a distance of 686.01 feet;

Thence proceed S.00°26'38"W., a distance of 634.97 feet;

Thence proceed S.89°21'20"E., a distance of 686.01 feet to the point of beginning;

140176

RECORDED January 28 19 74 9:00 A M
IN BOOK 35 Mortgage PAGE 146
FEES $3.00 Irene R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Grabe Deputy

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty seven thousand ---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 24th day of January A. D. 19 74.

In the presence of

X James I. Mariner

X Mary L. Mariner

146

147

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me this 25th day of January, 19 74.

Witness my hand and official seal,

Notary

Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of _____)

This instrument was filed for record at _____ o'clock ____M., on the _____ day of _____ A. D. 19____ and duly recorded in Book _____ on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That FRANK J. FAVAZZO and FRANCINE F. FAVAZZO, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of TEN THOUSAND DOLLARS ($10,000.00) ~~Dollars~~, due with interest from date hereof at the rate of Ten (10) per cent per annum, ~~payable~~ evidenced by one promissory note, of even date herewith, payable in 36 monthly installments of THREE HUNDRED TWENTY-FIVE DOLLARS ($325.00), commencing on January 20, 1974, do hereby mortgage to STATE BANK OF BIG PINEY, WYOMING, a Wyoming banking corporation, mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 1 of Block 8 of the Cooley Second Addition to the Town of Pinedale, Wyoming, EXCEPT HOWEVER the east 10 feet thereof,

AND TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO exceptions and reservations of record, AND SUBJECT FURTHER TO easements and rights of way in use or of record.

140177 Rel'd BK 9 Pg 496

RECORDED January 28 1974 9:00 A M
IN BOOK 25 Mortgage PAGE 148
FEES $3.00 Jean K. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lisa J. Clarke Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than TEN THOUSAND Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum ~~Dollars~~ as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 20th day of December A. D. 19 73.

In the presence of

Frank J. Favazzo
FRANK J. FAVAZZO

Francine F. Favazzo
FRANCINE F. FAVAZZO

Rel'd Bk 10 Pg 212

148

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 21st day of January, 1974.

Witness my hand and official seal.

Helen L. O'Brien — Notary Public
County of Sublette State of Wyoming
My Commission Expires Nov. 17, 1977

Helen L. O'Brien
Notary Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ... } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

AMENDMENT TO MORTGAGE

WHEREAS, Ted C. Frome and Betty F. Frome and Doyle Child and Elaine C. Child did execute a first mortgage to The Travelers Insurance Company dated December 15, 1970, recorded December 30, 1970 in Book 22 of Mortgages at Page 567, Sublette County, Wyoming Records.

AND WHEREAS, All of Section 10, Township 36 North, Range 113 West of the 6th P. M., Sublette County, Wyoming was included therein and subsequently partially released by The Travelers Insurance Company.

AND WHEREAS, for a valuable consideration it is now the desire of the parties to said above-described mortgage to put the said afore-described land back into said mortgage.

NOW THEREFORE, it is hereby stipulated and agreed as follows:

1). All of Section 10, Township 36 North, Range 113 West, Sublette County, Wyoming, is hereby again included in the aforedescribed mortgage and all provision of said mortgage shall apply to said Section 10, Township 36 North, Range 113 West of the 6th P. M., Sublette County, Wyoming, as they did previously.

2). All other terms and conditions of said mortgage remain in full force and effect.

Dated this 10th day of January, 1974.

Ted C. Frome

Betty F. Frome

Doyle Child

Elaine C. Child

14:0221

RECORDED January 30 19 74 9:00 A.M
IN BOOK 25 Mortgage PAGE 150
FEES $2.25 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

STATE OF WYOMING)
) ss.
COUNTY OF ~~SUBLETTE~~ Lincoln)

On this 12th day of January, 1974, before me personally appeared Ted C. Frome, Betty F. Frome, Doyle Child and Elaine C. Child to me known to be the person, or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

Notary Public

My commission expires: July 16, 1976

150

151

SUBORDINATION AGREEMENT

WHEREAS, there is of record a first mortgage from Ted C. Frome and Betty F. Frome and Doyle Child and Elaine E. Child to The Travelers Insurance Company dated December 15, 1970, recorded December 30, 1970, in Book 22 of Mortgages at Page 567, Sublette County, Wyoming records.

AND WHEREAS, there is of record a subsequent mortgage from Doyle F. Child and Elaine C. Child to Ted C. Frome and Betty F. Frome dated October 1, 1972, recorded March 16, 1973, in Book 24 of Mortgages at Page 469, Sublette County, Wyoming records which mortgage has been assigned to The First National Bank at Kemmerer, Wyoming which covers among other lands All of Section 10, Township 36 North, Range 113 West of the 6th P. M., Sublette County, Wyoming, which lands were previously included in The Travelers Insurance Company mortgage first above-described and later partially released therefrom.

AND WHEREAS, by Amendment to Mortgage dated January 10, 1974 said aforedescribed lands were again included in The Travelers Insurance Company mortgage first above-described.

AND WHEREAS, it is the desire of the parties hereto to subordinate the lien of the mortgage to Ted C. Frome and Betty F. Frome which has been assigned to The First National Bank at Kemmerer, Wyoming to the lien of The Travelers Insurance Company insofar as it may be paramount to the lien of The Travelers Insurance Company as to All of Section 10, Township 36 North, Range 113 West of the 6th P. M., Sublette County, Wyoming.

NOW, THEREFORE, for a valuable consideration, it is hereby stipulated and agreed as follows:

1). The lien of the mortgage to Ted C. Frome and Betty F. Frome recorded in Book 24 of Mortgages at Page 469, Sublette County, Wyoming records and assigned to The First National Bank at Kemmerer, Wyoming is inferior and subordinate to the lien of the mortgage to The Travelers Insurance Company recorded in Book 22 of Mortgages at Page 567, Sublette County, Wyoming records as if said amendment thereto had been recorded prior to the mortgage to Ted C. Frome and Betty F. Frome recorded in Book 24 of Mortgages at Page 469, Sublette County, Wyoming records.

2). All other terms and conditions of the mortgage to The Travelers Insurance Company aforedescribed remain in full force and effect.

140222

RECORDED January 30, 1974 8:45 A.M.
IN BOOK 25 Miscellaneous PAGE 151
FEES $2.25 Laura R Child COUNTY CLERK
SUBLETTE COUNTY CLERK
By Kathy Zurke Deputy

Ted C. Frome

Betty F. Frome

ATTEST:

First National Bank at Kemmerer, Wyoming

BY:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 22nd day of January 1974 before me personally appeared Ted C. Frome and Betty F. Frome to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

Judy Martin
Notary Public

My commission expires: May 18, 1974

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 23rd day of January 1974 before me personally appeared C. D. Morrow, as Vice President ~~and as Secretary~~ of The First National Bank at Kemmerer, Wyoming to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

Notary Public

My commission expires:
February 23, 1975

[redacted] [redacted] [redacted]

89

EXHIBIT NO _____

PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

(successor to Oliver R. Brooks and Wesley L. Baker),

As Trustees under Pacific Power & Light Company's Mortgage and Deed of Trust, Dated as of July 1, 1947

Twenty-sixth Supplemental Indenture

Dated as of January 1, 1974

140434

RECORDED February 4 1974 10:30AM
IN BOOK 25 Mortgage PAGE 154
FEES $21 Avon R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

TWENTY-SIXTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of January, 1974, made and entered into by and between PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the Corporate Trustee), and R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called Twenty-sixth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming, which counties include or will include all counties in which this Twenty-sixth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	Dated as of		Dated as of
First	April 1, 1950	Fourteenth	December 1, 1962
Second	March 1, 1952	Fifteenth	April 1, 1963
Third	September 1, 1952	Sixteenth	August 1, 1963
Fourth	April 1, 1954	Seventeenth	October 1, 1964
Fifth	August 1, 1954	Eighteenth	October 1, 1965
Sixth	October 1, 1955	Nineteenth	December 15, 1967
Seventh	January 1, 1957	Twentieth	May 1, 1969
Eighth	September 1, 1957	Twenty-first	November 1, 1969
Ninth	January 1, 1958	Twenty-second	July 1, 1970
Tenth	July 1, 1958	Twenty-third	February 1, 1971
Eleventh	September 1, 1960	Twenty-fourth	October 1, 1971
Twelfth	June 22, 1961	Twenty-fifth	October 1, 1972;
Thirteenth	April 1, 1962		

and

WHEREAS the First through Twenty-fourth Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property, in the official records of various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming; which counties include or will include all counties in which this Twenty-sixth Supplemental Indenture is to be recorded; and

WHEREAS the Twenty-fifth Supplemental Indenture was filed for record, and was recorded and indexed, as a mortgage of both real and personal property, in the various official records in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming listed below as follows:

CALIFORNIA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Del Norte	11-2-72	10 – 11	166	527	70-55
Modoc	11-1-72	12 – 13	221	480	1368
Shasta	11-1-72	14 – 15	1143	167	785
Siskiyou	11-1-72	16 – 17	676	667	72-445
Trinity	11-1-72	18 – 19	156	19	447

Executed Counterpart No. 20 was filed as a Financing Statement in the office of the Secretary of State of the State of California on November 17, 1972 and was assigned Uniform Commercial Code No. 72-132592.

IDAHO

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Bonner	11-1-72	21	66	392	

* Executed Counterpart No. 22 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on November 1, 1972 and was assigned Uniform Commercial Code No. A-30125. Section 28-9-302(5), Idaho Code, exempts mortgages and deeds of trust of utilities from general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

MONTANA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Big Horn	11-2-72	23	62	347	
Carbon	11-2-72	24	70	632	
Flathead	11-2-72	25	545	579	
Lake	11-2-72	26	Microfile	206374	
Lincoln	11-2-72	27	20	1	
Yellowstone	11-2-72	28	981	443	

* Executed Counterpart No. 29 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on November 1, 1972, and was assigned Uniform Commercial Code No. 37625. Section 87A-9-302.2(a) of the Revised Code of Montana exempts mortgages and deeds of trust of utilities from general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

OREGON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Benton	11-1-72	30	M-36145		
Clatsop	11-1-72	31	369	598	
Columbia	11-1-72	32	121	987	
Coos	11-1-72	33	Microreel	72-11-78353	
Crook	11-1-72	34	MF	19976	
Deschutes	11-1-72	35	182	856	
Douglas	11-1-72	36	506	818	
Gilliam	11-1-72	37	11	139	
Hood River	11-1-72	38	Microfilm	#722111	
Jackson	11-1-72	39	Document	72-14843	
Jefferson	11-1-72	40	44	1	
Josephine	11-1-72	41	192	659	
Klamath	11-1-72	42	M72	12596	
Lake	11-1-72	43	62	653	
Lane	11-1-72	44	Reel 610R	26214	
Lincoln	11-1-72	45	37	1058	
Linn	11-1-72	46	MF50	7	
Marion	11-1-72	47	706	441	
Morrow	11-1-72	48	Microfilm	5172	
Multnomah	11-1-72	49	891	305	
Polk	11-1-72	50	B.O.R. 36	226	
Sherman	11-1-72	51	2	429	
Tillamook	11-1-72	52	229	568	
Umatilla	11-1-72	53	249	62	
Union	11-1-72	54	Micro	#41286	
Wallowa	11-1-72	55	72	149	
Wasco	11-1-72	56	Microfilm	#722405	
Washington	11-1-72	57	895	91	
Wheeler	11-1-72	58	23	124	

* Executed Counterpart No. 60 was filed as a Financing Statement in the office of the Secretary of State of the State of Oregon on November 1, 1972 and was assigned Uniform Commercial Code No. C44028. Section 79.3020(5), Oregon Revised Statutes, exempts mortgages and deeds of trust of utilities from general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

Executed Counterpart No. 59 was filed on November 8, 1972 with the Auditor of the City of Portland in compliance with the requirements of the Charter of the City of Portland, applicable to instruments mortgaging franchises for the use of city streets and highways by public utilities.

UTAH

County	Date Recorded	Counterpart No.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Daggett	11-3-72	61	22	84	

* Executed Counterpart No. 62 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah, on November 2, 1972 and was assigned Uniform Commercial Code No. 340550. Title 70A-9-302(5) of the Utah Uniform Commercial Code exempts mortgages and deeds of trust of utilities from general filing requirements and provides for a single filing thereof with the Secretary of State.

WASHINGTON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Adams	11-1-72	63	24	88	
Asotin	11-1-72	64	Instrument	114450	
Benton	11-1-72	65	273	299	
Clark	11-1-72	66	Microfilm	#845758	
Columbia	11-1-72	67	43	253	
Cowlitz	11-1-72	68	786	1122	
Franklin	11-1-72	69	46	306	
Garfield	11-1-72	70	Microfilm	#14226	
Kittitas	11-1-72	71	34	539	
Klickitat	11-2-72	72	107	30	
Lewis	11-1-72	73	64	759	
Skamania	11-1-72	74	50	43	
Thurston	11-1-72	75	594	16	
Walla Walla	11-1-72	76	327	675	
Yakima	11-1-72	77	857	680	

* Executed Counterpart No. 78 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on November 1, 1972 and was assigned Uniform Commercial Code No. 0179682. Revised Code of Washington 62A.9-302 exempts mortgages and deeds of trust of utilities from general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

[redacted] [redacted] [redacted]

WYOMING

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Albany	11-2-72	79– 80	220	104	591332
Big Horn	11-3-72	81– 82	284	51	U-22575
Campbell	11-2-72	83– 84	254	303	U-23964
Carbon	11-2-72	85– 86	580	301	U-4316
Converse	11-9-72	87– 88	535	257	10134
Fremont	11-2-72	89– 90	164	532	832646
Hot Springs	11-2-72	91– 92	102PR	300	U-13322
Johnson	11-3-72	93– 94	88A-23	209	10749
Lincoln	11-2-72	95– 96	102PR	65	U-18020
Natrona	11-2-72	97– 98	343	391	U-212768
Park	11-2-72	99–100	370	19	U-37619
Platte	11-2-72	101–102	162	237	344236
Sheridan	11-2-72	103–104	134	450	616190
Sublette	11-2-72	105–106	24	257	U-9194
Sweetwater	11-2-72	107–108	517	344	U-32291
Washakie	11-2-72	109–110	132	663	21155

Executed Counterpart No. 111 was filed as a Financing Statement in the office of the Secretary of State of the State of Wyoming on November 2, 1972 and was assigned Uniform Commercial Code No. 118778.

and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L. Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be recorded in the official records of various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming; which counties include or will include all counties in which this Twenty-sixth Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%	1977	$38,000,000	$29,000,000
2. Second—3%	1980	9,000,000	9,000,000
3. Third—3⅝%	1982	12,500,000	12,500,000
4. Fourth—3¾%	9/1/1982	7,500,000	7,500,000
5. Fifth—3⅜%	1984	8,000,000	8,000,000
6. Sixth—3½%	8/1/1984	30,000,000	30,000,000
7. Seventh—3⅝%	1985	10,000,000	10,000,000
8. Eighth—5⅜%	1987	12,000,000	0
9. Ninth—5¾%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	15,000,000
11. Eleventh—4⅜%	7/1/1988	20,000,000	20,000,000
12. Twelfth—5⅛%	1990	20,000,000	20,000,000
13. Thirteenth—4¾%	1992	35,000,000	35,000,000
14. Fourteenth—4½%	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3⅝%	11/1/1974	11,434,000	11,434,000
16. Sixteenth—3⅝%	4/1/1978	4,500,000	4,500,000
17. Seventeenth—3⅜%	8/1/1979	4,951,000	4,951,000
18. Eighteenth—4⅛%	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4⅛%	10/1/1982	6,157,000	6,157,000
20. Twentieth—3¾%	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4⅜%	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4⅝%	1993	30,000,000	30,000,000
23. Twenty-third—4⅝%	1994	30,000,000	30,000,000
24. Twenty-fourth—5%	1995	30,000,000	30,000,000
25. Twenty-fifth—8%	1999	25,000,000	25,000,000
26. Twenty-sixth—8¾%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9⅝%	2000	25,000,000	25,000,000
28. Twenty-eighth—7⅞%	2001	40,000,000	40,000,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	35,000,000
30. Thirtieth—7¾%	2002	30,000,000	30,000,000

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Twenty-sixth Supplemental Indenture, and the terms of the bonds of the Thirty-first Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar ($1) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Twenty-fifth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, con-

veying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as

in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation;

provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Twenty-sixth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Thirty-first Series of Bonds.

SECTION 1. There shall be a series of bonds designated "8⅜% Series due 2004" (herein sometimes referred to as the "Thirty-first

Series''), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Thirty-first Series shall mature on January 1, 2004, and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of eight and three-eighths per centum (8⅜%) per annum, payable semi-annually on July 1 and January 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Thirty-first Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

''Notwithstanding the foregoing, the person in whose name any bond of 8⅜% Series due 2004 (hereinafter called the ''Thirty-first Series'') is registered at the close of business on any record date for the Thirty-first Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Thirty-first Series and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Thirty-first Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Thirty-first Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any

bond of the Thirty-first Series issued upon any transfer or exchange subsequent to the record date for the Thirty-first Series for any interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term 'record date for the Thirty-first Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company a form of coupon bond, and of appurtenant coupons, for the Thirty-first Series and to provide for exchangeability of such coupon bonds with the bonds of the Thirty-first Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(I) Bonds of the Thirty-first Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending December 31,

1974.....	108.38%	1984.....	105.49%	1994.....	102.60%
1975.....	108.09%	1985.....	105.20%	1995.....	102.32%
1976.....	107.80%	1986.....	104.91%	1996.....	102.03%
1977.....	107.51%	1987.....	104.63%	1997.....	101.74%
1978.....	107.22%	1988.....	104.34%	1998.....	101.45%
1979.....	106.94%	1989.....	104.05%	1999.....	101.16%
1980.....	106.65%	1990.....	103.76%	2000.....	100.87%
1981.....	106.36%	1991.....	103.47%	2001.....	100.58%
1982.....	106.07%	1992.....	103.18%	2002.....	100.29%
1983.....	105.78%	1993.....	102.89%	2003.....	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-first Series shall be redeemed prior to January 1, 1979, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirty-first Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 8.4516% per annum.

(II) Bonds of the Thirty-first Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price of 100% of the principal amount of the bonds to be redeemed, in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Thirty-first Series, upon surrender thereof, for cancellation, at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Thirty-first Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Thirty-first Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirty-first Series.

After the execution and delivery of this Twenty-sixth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Thirty-first Series for the aggregate principal amount of Sixty Million Dollars ($60,000,000).

Secretary or one of its Assistant Secretaries for and in its behalf, in The City of New York, the 15th day of January, 1974, as of January 1, 1974, and Morgan Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all in The City of New York, the 15th day of January, 1974, as of January 1, 1974.

PACIFIC POWER & LIGHT COMPANY,

By .....
Vice President.

Attest: .....
Assistant Secretary

Executed, sealed and delivered by PACIFIC POWER & LIGHT COMPANY in the presence of:

.....

.....

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By .....
Trust Officer.

Attest: .....
Assistant Secretary.

.....(L.S.)
R. E. Sparrow

Executed, sealed and delivered by Morgan Guaranty Trust Company of New York and R. E. SPARROW in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

January 15, A. D. 1974.

Before me personally appeared JOHN H. GEIGER, who, being duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On this 15th day of January, 1974, before me personally appeared JOHN H. GEIGER, to me known to be a Vice President of PACIFIC POWER & LIGHT COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 15th day of January, in the year 1974, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER, known to me to be a Vice President of PACIFIC POWER & LIGHT COMPANY, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

On this 15th day of January, 1974, before me appeared JOHN H. GEIGER, to me personally known, who, being by me duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said JOHN H. GEIGER acknowledged said instrument to be the free act and deed of said Corporation.

On this 15th day of January, in the year One Thousand Nine Hundred Seventy-four, before me, HARRY A. GENZALE, JR., a Notary Public in and for the said State of New York, personally appeared JOHN H. GEIGER, known to me to be a Vice President, and GERARD K. DRUMMOND, known to me to be an Assistant Secretary of PACIFIC POWER & LIGHT COMPANY, a Maine corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 24-6488135 Kings County
Certificate filed in New York County
Term Expires March 30, 1974

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

January 15, A. D. 1974.

Before me personally appeared D. G. HOPE who, being duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On the 15th day of January, 1974, before me personally appeared D. G. HOPE, to me known to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 15th day of January, in the year 1974, before me, FAITH GAUSMAN, a Notary Public in and for the State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

On the 15th day of January, 1974, before me appeared D. G. HOPE, to me personally known, who, being by me duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said D. G. HOPE acknowledged said instrument to be the free act and deed of said Corporation.

On this 15th day of January, in the year One Thousand Nine Hundred Seventy-four, before me FAITH GAUSMAN, a Notary Public in and for the said State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer, and W. W. BREWER, known to me to be an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

FAITH GAUSMAN
Notary Public, State of New York
No. 31-4511940
Qualified in New York County
Commission Expires March 30, 1975

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

January 15, A. D. 1974.

Before me personally appeared the above-named R. E. SPARROW, and acknowledged the foregoing instrument to be his voluntary act and deed.

On this day personally appeared before me R. E. SPARROW, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

On this 15th day of January, in the year 1974, before me, FAITH GAUSMAN, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, to me known and known to me to be the person described in and who executed the within and foregoing instrument, and whose name is subscribed thereto, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and official seal this 15th day of January, 1974.

Faith Gausman.

FAITH GAUSMAN
Notary Public, State of New York
No. 31-4511940
Qualified in New York County
Commission Expires March 30, 1975

[redacted] [redacted] [redacted]

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

JOHN H. GEIGER, being duly sworn, deposes and says that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that this Twenty-sixth Supplemental Indenture is made in good faith, and without any design to hinder, delay, or defraud creditors.

JOHN H. GEIGER

Subscribed and sworn to before me
this 15th day of January, 1974

HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 24-6488135 Kings County
Certificate filed in New York County
Term Expires March 30, 1974

VA FORM 26-6348b
OCT 1970
Acceptable to Federal National Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 5th day of February,

19 74, BUHEL R. HECKATHORN and NEVA HECKATHORN, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is P.O. Box 482

Pinedale, Wyo. 82941 hereby MORTGAGES

to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America

whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

Lots Six (6) and Seven (7), Block Eight (8), Jones Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appear of record on the official plat therefore on file in the office of the County Clerk and Ex-Officio Register of Deeds at Pinedale, Sublette County, Wyoming; together with all improvements appurtenant and appertaining thereto

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of Twenty-five Thousand and 00/100- DOLLARS

($ 25,000.00) with interest at the rate of Eight and one-quarter/per centum (8¼ %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of One Hundred Ninety-seven and 12/100- - - - - - DOLLARS

($197.12), commencing on the 1st day of ~~XXX~~ March, 1974, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of February,

1999. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the Mortgagor(s) ha[redacted] hereunto set [redacted] hand(s) the day and year first above-written.

Buhel R. Heckathorn — Mortgagor

Neva Heckathorn — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 5th day of February, 19 74, before me personally appeared Buhel R. Heckathorn and Neva Heckathorn, Husband and Wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E. Sievers
Notary Public

My commission expires on the 22nd day of April, 19 74.

140450

RECORDED February 6, 19 74 10:30 AM
IN BOOK 25 Mortgages PAGE 175
FEES $3.00 Laura E. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois Yake Deputy

177

USDA–FHA
Form FHA 460–2
(Rev. 3–12–70)

Position 1 – Chattel Security
Position 5 – Real Estate Security

SUBORDINATION BY THE GOVERNMENT

WHEREAS, The United States of America acting through the Administrator of the Farmers Home Administration (hereinafter called the "Government") is the owner and holder of the following-described instrument(s) executed by ANNA E. TOWNSEND XXX a single woman of Sublette County, State of Wyoming (hereinafter called the "Borrower"):

Title of Instrument	*Date of Instrument*	*Date Filed*	*Office Filed*	*Document File or Book No.*	*Page No.*
Real Estate Mtg.	1-27-71	1-27-71	County Clerk's	22	616

AND WHEREAS, State of Wyoming, Wyoming Farm Loan Board (hereinafter called the "Lender") has agreed to loan $ 10,000.00 to the Borrower for the following purposes:

Enlarge present sprinkler system for better utilization of water for hay production, and consolidation of an existing loan.

NOW THEREFORE, in consideration of the Lender's agreement to make such loan to the Borrower, the Government hereby (1) consents for the Borrower to obtain said loan from the Lender for such purposes, and (2) agrees to and hereby subordinates in favor of the Lender and his successors and assigns its liens or security interests created or evidenced by the above-described instrument(s) insofar as they cover the following described property:

TOWNSHIP 31 N., RANGE 109 W. of the 6th P.M. Sublette County, Wyoming

Section 2: $N\frac{1}{2}NE\frac{1}{4}$, that portion of the $S\frac{1}{2}NE\frac{1}{4}$ that lies above the Paradise Canal. (10 acres.)

This subordination is limited to the amount actually loaned by the Lender to the Borrower for the foregoing purposes, but shall not exceed $ 10,000.00 *

No member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise thereupon.

IN WITNESS WHEREOF, The United States of America has caused these presents to be signed on the 5th day of Feb., 1974, pursuant to delegated authority published in 7 CFR Part 1800.

WITNESSES: Donna E. Sievers - Notary Public

County of Sublette, State of Wyoming

My Commission Expires April 7, 1974

UNITED STATES OF AMERICA,

By

Title County Supervisor
Farmers Home Administration,
U. S. Department of Agriculture.

* (NOTE TO LENDER: When the indebtedness has been satisfied please mark this form "PAID IN FULL" and return it to the Farmers Home Administration at the following address: .)

FHA 460–2 (Rev. 3–12–70)

STATE OF Wyoming
} ss:
COUNTY OF Sublette

ACKNOWLEDGMENT

On this 5th day of February, 19 74, before me, the subscriber, a

County Supervisor, in and for the above county and State, appeared
(Title of officer)

Jon C. Jones, known to me to be Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Pinedale, Wyoming the day and year aforesaid.

(SEAL)

Aune R. Clark, County Clerk
(Signature)

by Lois J. Yake
Lois J. Yake, Deputy
(Title)

My Term expires January 6, 1975
(To be filled in if certifying officer is a notary public)

GPO 817-376

140454

RECORDED February 5 1974 12:45 PM
IN BOOK 25 Mortgage PAGE 177
FEES $3.00 Aune R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

1

/

RECORDED February 7 19 74 9:00 A.M.
IN BOOK 25 Mortgages PAGE 180
FEES $ 14.50 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

140459

EL PASO NATURAL GAS COMPANY

TO

MANUFACTURERS HANOVER TRUST COMPANY

AND

T. C. CRANE,

Trustees

Sixty-seventh Supplemental Indenture

Dated as of January 31, 1974

Further Supplementing and Modifying Indenture of Mortgage Dated as of June 1, 1946 as Restated by the Thirtieth Supplemental Indenture Dated December 31, 1959

(This Instrument Contains After-acquired Property Provisions)

(This Instrument Grants a Security Interest by a Utility)

(This Instrument Releases Certain Properties from the Lien of the Indenture of Mortgage Referred to Above)

RETURN TO:
Wm. F. Howard
El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas 79978

SIXTY-SEVENTH SUPPLEMENTAL INDENTURE, dated as of January 31, 1974, by and between El Paso Natural Gas Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the Company), party of the first part, and Manufacturers Hanover Trust Company (formerly known as Manufacturers Trust Company), a trust company duly organized and existing under the laws of the State of New York, as Corporate Trustee under the Mortgage hereinafter mentioned, and T. C. Crane as successor Individual Trustee under said Mortgage (said Manufacturers Hanover Trust Company as Trustee as aforesaid being hereinafter sometimes called the Corporate Trustee, said T. C. Crane being hereinafter sometimes called the Individual Trustee, and said Corporate Trustee and said Individual Trustee, the address of each of whom is 40 Wall Street, New York, New York, being hereinafter sometimes together called the Trustees), parties of the second part:

WITNESSETH THAT:

WHEREAS, in order to secure First Mortgage Pipe Line Bonds of the Company, issuable in series, the Company has heretofore made, executed and delivered its certain Indenture of Mortgage dated as of June 1, 1946 (hereinafter sometimes called the Original Mortgage) and sixty-six indentures supplemental thereto, including a Thirtieth Supplemental Indenture dated December 31, 1959 which, among other things, restated the terms and provisions of the Original Mortgage as modified by previous supplemental indentures (the Original Mortgage, as supplemented and modified and restated by said sixty-six supplemental indentures, being hereinafter sometimes called the Mortgage); and

WHEREAS, the amount of First Mortgage Pipe Line Bonds which may be issued under and secured by the Mortgage is $1,000,000,000 aggregate principal amount at any one time outstanding; and

WHEREAS, there have heretofore been issued under the Mortgage First Mortgage Pipe Line Bonds of various series, of which $339,628,000 aggregate principal amount of fifteen several series was outstanding immediately prior to the date of the execution and delivery of this Sixty-seventh Supplemental Indenture; and

WHEREAS, effective December 31, 1959, Pacific Northwest Pipeline Corporation, a Delaware corporation (hereinafter sometimes called

Pacific) was merged into the Company pursuant to the provisions of the General Corporation Law of the State of Delaware, and pursuant to said merger the Company acquired all of the rights, privileges, powers and franchises and all property, real, personal and mixed, of Pacific; and

WHEREAS, by a Thirty-first Supplemental Indenture and a Thirty-second Supplemental Indenture, each dated December 31, 1959, certain modifications were made in the terms of the Mortgage to reflect the merger of Pacific into the Company and certain properties theretofore owned by Pacific were made subject to the lien of the Mortgage, which properties, together with certain additions thereto and improvements thereof, have been and are now operated by the Company as its Northwest Division; and

WHEREAS, the United States District Court for the District of Colorado has, by the final judgment and decree in a proceeding entitled *United States* v. *El Paso Natural Gas Company*, 358 F. Supp. 820 (D. Colo. 1972), affirmed by the Supreme Court in *California-Pacific Utilities Co.* v. *United States*, 410 U.S. 962 (1973) and as modified and further implemented by an order issued October 19, 1973, directed that the Company divest itself of the Northwest Division Properties (as hereinafter defined) by disposing of the same, other than shares of Northwest Production Corporation or the proceeds from the sale thereof, to Northwest Pipeline Corporation, a Delaware corporation; and

WHEREAS, the Federal Power Commission has issued its Certificate of Public Convenience and Necessity authorizing the Company to abandon the ownership and operation of those of the Northwest Division Properties for which such a Certificate is required and authorizing Northwest Pipeline Corporation to acquire such Northwest Division Properties and to engage in the transportation and sale of natural gas in interstate commerce; and

WHEREAS, to carry out such divestiture, the Company has entered into an agreement dated August 7, 1973 (hereinafter sometimes called the Implementing Agreement) with Northwest Pipeline Corporation, Alaska Interstate Company, APCO Oil Corporation, Gulf Interstate Company and The Tipperary Corporation which contemplates, among other things, the release of the Northwest Division Properties from the lien of the Mortgage and the transfer of such Properties, other than shares of Northwest Production Corporation or the proceeds from the sale thereof, to Northwest Pipeline Corporation, the assumption by

Northwest Pipeline Corporation of liability in respect of $83,831,000 aggregate principal amount of First Mortgage Pipe Line Bonds outstanding under the Mortgage, the issue by Northwest Pipeline Corporation of an equal principal amount of its first mortgage pipe line bonds upon the delivery to the Company of an equal principal amount of outstanding First Mortgage Pipe Line Bonds of the Company in satisfaction of such assumption of liability, and the surrender by the Company to the Corporate Trustee for cancellation of such First Mortgage Pipe Line Bonds; and

WHEREAS, certain holders of the Company's presently outstanding First Mortgage Pipe Line Bonds have entered into agreements with the Company and with Northwest Pipeline Corporation providing for the surrender and cancellation of certain of such Bonds held by them upon the issuance to them of an equal principal amount of first mortgage pipe line bonds of Northwest Pipeline Corporation, the respective principal amounts of each series of presently outstanding First Mortgage Pipe Line Bonds of the Company to be so surrendered and cancelled and to be thereafter outstanding being as follows:

	Series	Amount to be Surrendered and Cancelled	Amount to Remain Outstanding
4%	Series due 1974	$ 82,000	$ 250,000
4½%	Series due 1974	149,000	470,000
5⅜%	Series due 1975	1,481,000	4,519,000
4¼%	Series due 1975	3,990,000	12,160,000
4⅜%	Series due 1977	2,296,000	7,004,000
5%	Series due 1977	1,975,000	6,025,000
5½%	Series due 1980	7,380,000	22,520,000
5%	Series due 1982	4,887,000	14,913,000
5%	Series due 1984	6,220,000	18,980,000
4.95%	Series due 1984	4,102,000	12,518,000
Second 5%	Series due 1984	9,561,000	29,173,000
4.55%	Series due 1984	21,984,000	67,082,000
Second 4.55%	Series due 1984	4,469,000	13,637,000
4.90%	Series due 1984	8,171,000	24,930,000
5⅞%	Series due 1986	7,084,000	21,616,000
		$83,831,000	$255,797,000

and

WHEREAS, the Company desires to modify the Mortgage to permit and to reflect such divestiture and in certain other respects; and

WHEREAS, the additions to the properties acquired by the Company from Pacific which constitute bondable additions under the Mortgage have not been the basis of any application for the issuance of bonds under the Mortgage pursuant to Section 4.03 or for the withdrawal of cash pursuant to Section 4.06, but, as required by Section 1.10, retirements of such properties have been deducted, when appropriate, from other bondable additions in applications pursuant to Section 4.03 or Section 4.06 heretofore made; and

WHEREAS, all consents required for the execution and delivery of this Sixty-seventh Supplemental Indenture and the modifications of the Mortgage effected hereby have been obtained, and the execution, acknowledgment and delivery of this Sixty-seventh Supplemental Indenture have been duly authorized by the Company; and

WHEREAS, for the purposes aforesaid, the Company desires to make, execute and deliver to the Trustees, and has requested the Trustees to join in the execution of, a Supplemental Indenture in the form hereof; and

WHEREAS, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Sixty-seventh Supplemental Indenture and duly and legally to effect the modifications of the Mortgage as provided in this Sixty-seventh Supplemental Indenture, and to make the Mortgage, as supplemented and modified by this Sixty-seventh Supplemental Indenture, a valid and binding agreement and indenture of mortgage for the security of the bonds of the Company issued and to be issued thereunder have been complied with and/or have been done and performed;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1) lawful money of the United States of America by each of the parties hereto to each of the others in hand paid and other valuable considerations duly paid by the Company to the Trustees at or before the execution and delivery of these presents, the receipt of which consideration is hereby severally acknowledged, and in pursuance of the authority expressed in the Mortgage, the parties hereto do respectively act and agree, and the Company, for itself, its successors and assigns, does hereby covenant and agree to and with the Trustees, and their

successors in trust, for the benefit of those who hold or who shall hold any of the bonds issued and outstanding under the Mortgage, as now or hereafter supplemented and modified, as hereinafter set forth:

ARTICLE ONE.

Effective Date of Supplemental Indenture.

The provisions of this Sixty-seventh Supplemental Indenture shall become effective only if and when First Mortgage Pipe Line Bonds of the Company in an aggregate principal amount of not less than $83,831,000 are surrendered to the Corporate Trustee for cancellation pursuant to the Implementing Agreement.

ARTICLE TWO.

Modifications of the Mortgage.

Section 1. Section 1.02 of the Mortgage is hereby further modified

(a) by striking out clause (a) of the second sentence of the definition of "subsidiary" contained in the third paragraph of said Section and inserting in lieu thereof the following:

"(a) El Paso Natural Gas Building Company,"; and

(b) by inserting at the end of said Section a new paragraph reading as follows:

"Anything to the contrary herein notwithstanding, the terms 'affiliate', 'subsidiary', 'controlled corporation' and 'LNG corporation' shall not include Northwest Pipeline Corporation and the term 'affiliate' shall not include Pacific Northwest Realty Corporation; provided, however, that if, at any time subsequent to the distribution by the Company to its stockholders of Voting Trust Participation Certificates representing 80% of the shares of common stock of Northwest Pipeline Corporation at the time outstanding, Northwest Pipeline Corporation or Pacific Northwest Realty Corporation shall otherwise fall within any one or more of the above definitions, then, thereafter, Northwest Pipeline Corporation or Pacific Northwest Realty Corporation, as the case may be, shall be deemed to be an affiliate, subsidiary, controlled corporation or LNG corporation, as the case may be."

SECTION 2. Section 1.09 of the Mortgage is hereby further modified

(a) by adding the word "or" at the end of clause (n) of the third paragraph thereof, by striking out clauses (o) and (p) of said third paragraph, and by inserting a new clause (o) reading as follows:

"(o) any of the properties included in the definition of 'Northwest Division Properties' as set forth in Section 1.19 hereof."; and

(b) by striking out the sentence appearing at the end of said third paragraph.

SECTION 3. Section 1.10 of the Mortgage is hereby further modified

(a) by inserting in the second paragraph of said Section, immediately following the words and figures "December 31, 1945", the following words and figures:

"(other than net retirements after November 30, 1966 in respect of properties which at the time of their retirement were additions to the properties acquired from Pacific)"; and

(b) by changing the period at the end of the first sentence of the sixth paragraph of said Section to a semicolon and by inserting immediately after said semicolon the following:

"and provided further that the transfer by the Company to Northwest Pipeline Corporation pursuant to the judgment and decree referred to in Section 1.19 of such of the Northwest Division Properties as constitute additions to the properties acquired by the Company from Pacific shall not, whether or not such properties or any part thereof shall have been recorded as retired on the books of the Company, be deemed a retirement of such properties by the Company for the purposes of this Indenture, and no deduction need be made under this Section or any other provision of this Indenture because of such transfer."

SECTION 4. ARTICLE ONE of the Mortgage is hereby further modified by renumbering Sections 1.19, 1.20, 1.21, 1.22, 1.23, 1.24, 1.25 and 1.26 thereof as Sections 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26 and 1.27, respectively, and inserting therein a new Section 1.19 reading as follows:

"Section 1.19. The term 'Northwest Division Properties' shall mean all properties, rights and interests, including without limitation all tracts or parcels of land and rights and interest therein, main pipe lines, branch pipe lines, gathering pipe lines, pipe line suspension bridges, compressor stations, pumping stations, gas heating plants and reservoirs, proven gas acreage as defined in Section 1.13 of the Mortgage, contracts and securities (including 6,664,000 shares of capital stock of Northwest Production Corporation, or other shares of stock, obligations, or other securities received in exchange for any of said shares, or any proceeds deposited with the Corporate Trustee in connection with the release from the lien of the Mortgage of any such shares, obligations or other securities pursuant to Section 8.03 of the Mortgage prior to the effective date of the Sixty-seventh Supplemental Indenture) subject to the Mortgage, which are divested by the Company pursuant to the final judgment and decree of the United States District Court for the District of Colorado in a proceeding entitled *United States* v. *El Paso Natural Gas Company,* 358 F. Supp. 820 (D. Colo. 1972), affirmed by the Supreme Court in *California-Pacific Utilities Co.* v. *United States,* 410 U.S. 962 (1973), and further implemented by an order issued October 19, 1973, including, without limitation, all such properties described or referred to in Schedule A (Schedule of Released Properties) to the Sixty-seventh Supplemental Indenture."

If and to the extent that the property descriptions contained in Schedule A (Schedule of Released Properties) hereto differ from any corresponding descriptions contained in the Mortgage, the Mortgage is hereby modified to reflect the corrected descriptions contained in said Schedule A.

SECTION 5. Section 3J.04 of the Mortgage is hereby further modified by deleting from Paragraph A of said Section the following words and figures:

"$332,000 in respect of the interest payment date August 1, 1974 (the date of maturity of the bonds of the 1974 Series)."

and inserting in lieu thereof the following words and figures:

"$250,000 in respect of the interest payment date August 1, 1974 (the date of maturity of the bonds of the 1974 Series)."

SECTION 6. Section 3K.04 of the Mortgage is hereby further modified by deleting from Paragraph A of said Section the following words and figures:

"$619,000 in respect of the interest payment date August 1, 1974 (the date of maturity of the bonds of the Second 1974 Series).",

and inserting in lieu thereof the following words and figures:

"$470,000 in respect of the interest payment date August 1, 1974 (the date of maturity of the bonds of the Second 1974 Series)."

SECTION 7. Section 3L.04 of the Mortgage is hereby modified

(a) by deleting from Paragraph A of said Section the following words and figures:

"and in the amount of $2,000,000 in respect of each interest payment date commencing March 1, 1965 and continuing to and including September 1, 1975 (the latter being the date of maturity of the bonds of the 1975 Series).",

and inserting in lieu thereof the following words and figures:

"in the amount of $2,000,000 in respect of each interest payment date commencing March 1, 1965 and continuing to and including March 1, 1974, $1,506,000 in respect of each of the interest payment dates September 1, 1974 and March 1, 1975, and $1,507,000 in respect of the interest payment date September 1, 1975 (the date of maturity of the bonds of the 1975 Series)."; and

(b) by deleting that part of clause (c) of Paragraph C of said Section which follows the words "exceeds the sum of" and inserting in lieu thereof the following:

"the previous regular Sinking Fund payments provided for in Paragraph A of this Section;".

SECTION 8. Section 4 of ARTICLE Two of the Thirty-first Supplemental Indenture to the Mortgage is hereby modified

(a) by deleting from clause (a) of Paragraph A of said Section the following words and figures:

"in the amount of $3,350,000 in respect of each interest payment date commencing October 1, 1962 and continuing to and including April 1, 1975, and in the amount of $6,100,000 in respect of the interest payment date October 1, 1975 (the date of maturity of the bonds of the Second 1975 Series);",

and inserting in lieu thereof the following words and figures:

"in the amount of $3,350,000 in respect of each interest payment date commencing October 1, 1962 and continuing to and including October 1, 1973, $2,523,000 in respect of each interest payment date commencing April 1, 1974 and continuing to and including April 1, 1975, and $4,591,000 in respect of the interest payment date October 1, 1975 (the date of maturity of the bonds of the Second 1975 Series).''; and

(b) by deleting from clause (b) of Paragraph A of said Section the following words and figures:

"in the amount of $1,100,000 in respect of each interest payment date commencing October 1, 1962 and continuing to and including April 1, 1977, and in the amount of $1,600,000 in respect of the interest payment date October 1, 1977 (the date of maturity of the bonds of the 1977 Series);",

and inserting in lieu thereof the following words and figures:

"$1,100,000 in respect of each interest payment date commencing October 1, 1962 and continuing to and including October 1, 1973, $828,000 in respect of the interest payment date April 1, 1974, $829,000 in respect of the interest payment date October 1, 1974, $828,000 in respect of the interest payment date April 1, 1975, $829,000 in respect of the interest payment date October 1, 1975, $828,000 in respect of each of the interest payment dates April 1, 1976 and October 1, 1976, $829,000 in respect of the interest payment date April 1, 1977 and $1,205,000 in respect of the interest payment date October 1, 1977 (the date of maturity of the bonds of the 1977 Series).''; and

(c) by deleting from clause (c) of Paragraph A of said Section the following words and figures:

"in the amount of $1,000,000 in respect of each interest payment date commencing October 1, 1960 and continuing to and including October 1, 1977 (the date of maturity of the bonds of the Second 1977 Series).",

and inserting in lieu thereof the following words and figures:

"in the amount of $1,000,000 in respect of each interest payment date commencing October 1, 1960 and continuing to and including October 1, 1973, $753,000 in respect of each interest payment date commencing April 1, 1974 and continuing to and including April 1, 1977, and $754,000 in respect of the interest payment date October 1, 1977 (the date of maturity of the bonds of the Second 1977 Series)."; and

(d) by deleting all that part of clause (c) of Paragraph C of said Section which follows the words "exceeds the sum of" and inserting in lieu thereof the following:

"the previous regular Sinking Fund payments for such series provided for in Paragraph A of this Section;".

SECTION 9. Section 4 of ARTICLE Two of the Thirty-fourth Supplemental Indenture to the Mortgage is hereby modified

(a) by deleting from Paragraph A of said Section the following words and figures:

"in the amount of $2,300,000 in respect of each interest payment date commencing December 1, 1970 and continuing to and including April 1, 1980 (the date of maturity of the bonds of the 1980 Series).",

and inserting in lieu thereof the following words and figures:

"in the amount of $2,300,000 in respect of each interest payment date commencing December 1, 1970 and continuing to and including December 1, 1973, $1,732,000 in respect of the interest payment date June 1, 1974, $1,733,000 in respect of the interest payment date December 1, 1974, $1,732,000 in respect of the interest payment date June 1, 1975, $1,733,000 in respect of the interest payment date December 1, 1975, $1,732,000 in respect of the interest payment date June 1, 1976, $1,733,000 in respect of the interest payment date December 1, 1976, $1,732,000 in respect of each interest payment date commencing June 1, 1977 and continuing to and including June 1, 1979,

$1,733,000 in respect of the interest payment date December 1, 1979 and $1,732,000 in respect of the interest payment date April 1, 1980 (the date of maturity of the bonds of the 1980 Series).''; and

(b) by deleting all that part of clause (c) of Paragraph C of said Section which follows the words ''exceeds the sum of'' and inserting in lieu thereof the following:

''the previous regular Sinking Fund payments provided for in Paragraph A of this Section;''.

SECTION 10. Section 4 of ARTICLE Two of the Forty-fifth Supplemental Indenture to the Mortgage is hereby modified

(a) by deleting from Paragraph A of said Section the following words and figures:

''in the amount of $1,100,000 in respect of each Sinking Fund payment date in the years 1973 to 1982, inclusive.'',

and inserting in lieu thereof the following words and figures:

''in the amount of $1,100,000 in respect of each of the interest payment dates in the year 1973, $828,000 in respect of the interest payment date May 1, 1974, $829,000 in respect of the interest payment date November 1, 1974, $828,000 in respect of the interest payment date May 1, 1975, $829,000 in respect of the interest payment date November 1, 1975, $828,000 in respect of the interest payment date May 1, 1976, $829,000 in respect of the interest payment date November 1, 1976, $828,000 in respect of the interest payment date May 1, 1977, $829,000 in respect of the interest payment date November 1, 1977, $828,000 in respect of the interest payment date May 1, 1978, $829,000 in respect of the interest payment date November 1, 1978, $828,000 in respect of the interest payment date May 1, 1979, $829,000 in respect of the interest payment date November 1, 1979, $828,000 in respect of the interest payment date May 1, 1980, $829,000 in respect of the interest payment date November 1, 1980, $828,000 in respect of the interest payment date May 1, 1981, $829,000 in respect of the interest payment date November 1, 1981, $828,000 in respect of the interest payment date May 1, 1982, and $829,000 in respect of the interest payment date November 1, 1982 (the date of maturity of the bonds of the 1982 Series).'';

and

(b) by deleting all that part of clause (c) of Paragraph C of said Section which follows the words "exceeds the sum of" and inserting in lieu thereof the following:

"the previous regular Sinking Fund payments provided for in Paragraph A of this Section;".

SECTION 11. Paragraph A of Section 4 of ARTICLE THREE of the Forty-ninth Supplemental Indenture to the Mortgage is hereby modified by deleting those portions of subparagraphs (a) to (f), inclusive, thereof which relate to sinking fund payments due on or after March 1, 1974 and inserting in lieu thereof the following words and figures:

(a) For the 5% 1984 Series:

Sinking Fund Payment Dates	Amount in Respect of each Sinking Fund Payment Date
March 31, 1974 to March 31, 1980, inclusive	$ 904,000
September 30, 1980	903,000
March 31, 1981	904,000
September 30, 1981	903,000
March 31, 1982 to March 31, 1983, inclusive	904,000
September 30, 1983 and March 31, 1984	903,000

(b) For the 4.95% 1984 Series:

Sinking Fund Payment Dates	Amount in Respect of each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$ 212,000
March 31, 1975	128,000
September 30, 1975	127,000
March 31, 1976	525,000
September 30, 1976	524,000
March 31, 1977 and September 30, 1977	511,000
March 31, 1978	653,000
September 30, 1978	652,000
March 31, 1979	653,000
September 30, 1979	652,000
March 31, 1980 and September 30, 1980	724,000
March 31, 1981 to September 30, 1982, inclusive	787,000
March 31, 1983 to March 31, 1984, inclusive	854,000

(c) For the Second 5% 1984 Series:

Sinking Fund Payment Dates	Amount in Respect of each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$ 528,000
March 31, 1975	349,000
September 30, 1975	348,000
March 31, 1976 and September 30, 1976	1,239,000
March 31, 1977 and September 30, 1977	1,205,000
March 31, 1978 to September 30, 1979, inclusive	1,513,000
March 31, 1980	1,666,000
September 30, 1980	1,665,000
March 31, 1981	1,815,000
September 30, 1981	1,814,000
March 31, 1982	1,815,000
September 30, 1982	1,814,000
March 31, 1983	1,964,000
September 30, 1983	1,963,000
March 31, 1984	1,964,000

(d) For the 4.55% 1984 Series:

Sinking Fund Payment Dates	Amount in Respect of each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$1,115,000
March 31, 1975	678,000
September 30, 1975	677,000
March 31, 1976	2,823,000
September 30, 1976	2,822,000
March 31, 1977	2,745,000
September 30, 1977	2,744,000
March 31, 1978 to September 30, 1979, inclusive	3,493,000
March 31, 1980	3,860,000
September 30, 1980	3,859,000
March 31, 1981	4,234,000
September 30, 1981	4,233,000
March 31, 1982	4,234,000
September 30, 1982	4,233,000
March 31, 1983	4,579,000
September 30, 1983	4,580,000
March 31, 1984	4,579,000

(e) For the Second 4.55% 1984 Series:

Sinking Fund Payment Dates	Amount in Respect of each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$ 226,000
March 31, 1975 and September 30, 1975	139,000
March 31, 1976 and September 30, 1976	574,000
March 31, 1977 and September 30, 1977	556,000
March 31, 1978 to September 30, 1979, inclusive	713,000
March 31, 1980 and September 30, 1980	782,000
March 31, 1981 to September 30, 1982, inclusive	859,000
March 31, 1983	931,000
September 30, 1983 and March 31, 1984	932,000

(f) For the 4.90% 1984 Series:

Sinking Fund Payment Dates	Amount in Respect of each Sinking Fund Payment Date
March 31, 1974	$ 416,000
September 30 ,1974	417,000
March 31, 1975 and September 30, 1975	250,000
March 31, 1976	1,051,000
September 30, 1976	1,052,000
March 31, 1977 and September 30, 1977	1,020,000
March 31, 1978 to March 31, 1979, inclusive	1,298,000
September 30, 1979	1,297,000
March 31, 1980	1,437,000
September 30, 1980	1,436,000
March 31, 1981 to September 30, 1982, inclusive	1,572,000
March 31, 1983	1,700,000
September 30, 1983 and March 31, 1984	1,701,000

SECTION 12. Paragraph A of Section 4 of ARTICLE Two of the Fifty-sixth Supplemental Indenture is hereby modified

(a) by deleting from clause (a) of said Paragraph A the following words and figures:

"in the amount of $700,000 in respect of each Sinking Fund payment date commencing November 1, 1971 and continuing to and including May 1, 1976, and in the amount of $1,200,000 in respect

of each Sinking Fund payment date commencing November 1, 1976 and continuing to and including November 1, 1986 (the date of maturity of the bonds of the 1986 Series).",

and inserting in lieu thereof the following words and figures:

"in the amount of $700,000 in respect of each interest payment date commencing November 1, 1971 and continuing to and including November 1, 1973, in the amount of $527,000 in respect of each interest payment date commencing May 1, 1974 and continuing to and including May 1, 1976, in the amount of $904,000 in respect of each interest payment date commencing November 1, 1976 and continuing to and including May 1, 1982, in the amount of $903,000 in respect of the interest payment date November 1, 1982, in the amount of $904,000 in respect of each interest payment date commencing May 1, 1983 and continuing to and including May 1, 1985, in the amount of $903,000 in respect of the interest payment date November 1, 1985, in the amount of $904,000 in respect of the interest payment date May 1, 1986 and in the amount of $903,000 in respect of the interest payment date November 1, 1986 (the date of maturity of the bonds of the 1986 Series)."; and

(b) by deleting all that part of clause (c) of Paragraph C of said Section which follows the words "exceeds the sum of" and inserting in lieu thereof the following:

"the previous regular Sinking Fund payments for such series provided for in Paragraph A of this Section;".

SECTION 13. Sections 3J.04, 3K.04 and 3L.04 of the Mortgage, Section 4 of ARTICLE Two of the Thirty-first, Thirty-fourth and Forty-fifth Supplemental Indentures to the Mortgage, and Paragraph D of Section 4 of ARTICLE THREE of the Forty-ninth and Fifty-sixth Supplemental Indentures to the Mortgage are hereby modified by inserting a new last paragraph thereof as follows:

"Anything in this Section to the contrary notwithstanding, the Company shall not be entitled to credit against any Sinking Fund payment any bonds which are delivered to the Corporate Trustee for cancellation in accordance with the provisions of the Bond Exchange Agreements dated as of January 15, 1974 among

the Company, Northwest Pipeline Corporation and certain holders of the bonds in connection with the divestiture by the Company of the Northwest Division Properties."

SECTION 14. Sections 3J.05, 3K.05 and 3L.05 of the Mortgage, Section 5 of ARTICLE Two of the Thirty-first, Thirty-fourth and Forty-fifth Supplemental Indentures to the Mortgage, and Section 5 of ARTICLE THREE of the Forty-ninth and Fifty-sixth Supplemental Indentures to the Mortgage are hereby modified by deleting the word "and" immediately preceding clause (iii) of subparagraph (a) of the first paragraph thereof, and inserting immediately following the word "and" appearing in the last line of said subparagraph (a), a new clause reading as follows:

"(iv) deliveries under any written contract or other arrangement assigned to, or the obligation in respect of which is otherwise transferred to, Northwest Pipeline Corporation in connection with the divestiture by the Company of the Northwest Division Properties shall not be taken into account in any compilation of the volumes of gas required for deliveries in the future which is made on or as of a date subsequent to the date of the divestiture of the Northwest Division Properties."; and

SECTION 15. Section 4.04 of the Mortgage is hereby modified by deleting the word "and" appearing at the end of clause (2) of the first sentence of said Section, by changing the period at the end of the first sentence of said Section to a comma and by inserting, immediately after said comma, the following:

"and (4) bonds surrendered to the Corporate Trustee for cancellation in accordance with the provisions of the Bond Exchange Agreements dated as of January 15, 1974 among the Company, Northwest Pipeline Corporation and certain holders of the bonds in connection with the divestiture by the Company of the Northwest Division Properties."

SECTION 16. Section 4.06 of the Mortgage is hereby further modified by deleting from clause (d) of the third paragraph of said Section the following:

"the release of the 6,664,000 shares of capital stock of Northwest Production Corporation or".

SECTION 17. Section 7.08 of the Mortgage is hereby modified by deleting the words and figures ", and in the case of Pacific Northwest Realty Corporation the sum of $3,000,000", wherever the same appear in subdivision (c) of said Section.

SECTION 18. Section 7.12 of the Mortgage is hereby modified

(a) by deleting in its entirety subparagraph (a) of the first paragraph of said Section and inserting in lieu thereof the following:

"(a) declare or pay any dividends or make any other distribution of any of its capital stock of any class (other than (x) cash dividends on shares of any class of stock ranking prior to the Common Stock in respect of dividends or assets at the rate applicable to such shares under the Certificate of Incorporation of the Company, as amended, (y) dividends on Common Stock paid solely in shares of Common Stock of the Company, and (z) shares of stock or other securities of any class of Northwest Pipeline Corporation distributed subsequent to the date of the divestiture of the Northwest Division Properties pursuant to the judgment and decree of the District Court referred to in the definition of Northwest Division Properties as defined in Section 1.19), or"; and

(b) by deleting in its entirety subparagraph (ii) of the first paragraph of said Section and inserting in lieu thereof the following:

"(ii) after giving effect to such proposed dividend, distribution, purchase or retirement, the aggregate amount so declared or distributed for all such dividends or distributions or expended for all such purchases or retirements after December 31, 1973, plus the amount of any cash dividends paid on any shares of its capital stock of any class ranking prior to its Common Stock (other than amounts so paid which represent the disbursement of sums received by the Company as accrued dividends as a part of the selling price of any such shares) after December 31, 1973 to and including the date of declaration, in the case of a dividend, or the date of payment, in any other case, would exceed the aggregate net

earnings of the Company, computed as hereinafter in this Section provided, for said period from December 31, 1973 to and including such date of declaration or date of payment, as the case may be, plus the sum of $90,000,000, less the amount of expenditures for the retirement for sinking fund purposes of any shares of any class of stock of the Company ranking prior to the Common Stock in respect of dividends or assets in any year subsequent to December 31, 1973 in which as of the close of any calendar quarter the Common Stock equity of the Company is less than 25% of the total capitalization of the Company."

SECTION 19. Section 8.03 of the Mortgage is hereby further modified

(a) by deleting from the first parenthetical clause appearing in the first paragraph of said Section the following:

"shares of the capital stock of Northwest Production Corporation or ", and

(b) by deleting in its entirety the third paragraph of said Section.

SECTION 20. Section 8.03A of the Mortgage is hereby further modified by deleting in its entirety the first parenthetical clause appearing in the first paragraph of said Section.

SECTION 21. Section 8.05 of the Mortgage is hereby further modified by inserting immediately following the third paragraph of said Section a new paragraph reading as follows:

"Notwithstanding the foregoing provisions of this Section 8.05, the Trustees shall release from the lien and operation of the Mortgage all property of every type or description included in the definition of 'Northwest Division Properties' as set forth in Section 1.19 hereof, whether or not specifically described in the Mortgage, including, without limitation, 6,664,000 shares of capital stock of Northwest Production Corporation (or other shares of stock, obligations or other securities received in exchange for any of said shares, or any proceeds deposited with the Corporate Trustee in connection with the release from the

lien of the Mortgage of any such shares, obligations or other securities pursuant to Section 8.03 of the Mortgage prior to the effective date of the Sixty-seventh Supplemental Indenture) and all contracts or other property described or referred to in Schedule A (Schedule of Released Properties) to the Sixty-seventh Supplemental Indenture, which property the Company has been ordered to divest pursuant to the final judgment and decree of the United States District Court for the District of Colorado in a proceeding entitled *United States* v. *El Paso Natural Gas Company*, 358 F. Supp. 820 (D. Colo. 1972), affirmed by the Supreme Court in *California-Pacific Utilities Co.* v. *United States*, 410 U.S. 962 (1973), and further implemented by an order issued October 19, 1973, upon the receipt by the Corporate Trustee for cancellation of $83,831,000 principal amount of the bonds in accordance with the terms of the Bond Exchange Agreements dated as of January 15, 1974 among the Company, Northwest Pipeline Corporation and certain of the holders of the bonds."

SECTION 22. Section 8.12 of the Mortgage is hereby further modified by deleting from the fourth paragraph of said Section the following:

"or in connection with the release of shares of stock of Northwest Production Corporation (or other shares of stock, obligations or other securities received in exchange therefor as permitted by Section 8.03A)".

SECTION 23. Except as herein modified, the provisions of the Mortgage are in all respects confirmed.

ARTICLE THREE.

RELEASE OF MORTGAGED PROPERTY.

SECTION 1. Pursuant to the last paragraph of Section 8.05 of the Mortgage as amended by this Sixty-seventh Supplemental Indenture, the Trustees do hereby discharge from the lien and operation of the Mortgage, and do hereby grant, remise and forever quitclaim to El Paso Natural Gas Company, its successors and assigns, to have and to hold to its and their own proper use, benefit and behoof, forever, free, clear and discharged of and from all lien and claim under and by virtue of the Mortgage, all interest in all property of every type or

description included in the definition of "Northwest Division Properties" as set forth in Section 1.19 of the Mortgage, whether or not specifically described in the Mortgage, including, without limitation, 6,664,000 shares of capital stock of Northwest Production Corporation (or other shares of stock, obligations or other securities received in exchange for any of said shares, or any proceeds deposited with the Corporate Trustee in connection with the release from the lien of the Mortgage of any such shares, obligations or other securities pursuant to Section 8.03 of the Mortgage prior to the effective date of this Sixty-seventh Supplemental Indenture) and all contracts or other property described or referred to in Schedule A (Schedule of Released Properties) to this Sixty-seventh Supplemental Indenture.

SECTION 2. Except as otherwise provided in this Sixty-seventh Supplemental Indenture, all property of the Mortgage specified and not heretofore released shall remain subject to the lien and operation of the Mortgage, as heretofore.

ARTICLE FOUR.

MISCELLANEOUS PROVISIONS.

SECTION 1. Upon the presentation to it for such purpose of any of the outstanding bonds of the present series, as defined in the Mortgage (unless any such bond be in the modified form provided for in the second paragraph of this Section), the Corporate Trustee may cause to be placed upon such bonds, by stamping, printing or otherwise, the following legend:

> "The within mentioned Mortgage has been further supplemented and modified by various supplemental indentures, to and including a Sixty-seventh Supplemental Indenture, dated as of January 31, 1974. Additional supplemental indentures, further supplementing and/or modifying said Mortgage, may be executed, and additional series of bonds may be created and issued under said Mortgage, without notation hereon with respect to any such action."

Unless any such bond be in the modified form provided for in the second paragraph of this Section, a similar legend may be placed by the Corporate Trustee upon any bonds of the present series, issued after the

execution and delivery of this Sixty-seventh Supplemental Indenture upon exchange or transfer of or in substitution for other bonds of the same series.

Upon the written request at any time of any holder of any bonds of the present series (whether or not the bonds held by such holder bear the legend hereinabove in this Section provided for), the Company shall promptly cause to be prepared and executed and delivered to the Corporate Trustee for authentication and such Trustee shall authenticate and deliver to such holder, in exchange for the bonds so held by it, and all without charge or expense to such holder, new bonds of the same series, bearing the same appurtenant coupons, if any, as the bonds surrendered in exchange, and in either of the forms provided for in the Original Mortgage or the Supplemental Indenture creating such series, except that said bonds shall be modified to make appropriate reference to or appropriately reflect the modifications of the Original Mortgage effected by indentures supplemental thereto, to and including this Sixty-seventh Supplemental Indenture. When any bond of any series shall have been authenticated and delivered in the modified form provided for in this paragraph, all bonds of the same series thereafter authenticated and delivered by the Corporate Trustee for any purpose shall likewise be in such modified form.

SECTION 2. Upon this Sixty-seventh Supplemental Indenture becoming effective as provided in ARTICLE ONE hereof, the Northwest Division Properties shall be, and be deemed to be, released and discharged from the lien of the Mortgage, and thereafter the Corporate Trustee, if the Company shall so request, shall execute and deliver to the Company an instrument or instruments of release and discharge, in form satisfactory to the Company, confirming the release and discharge from the lien of the Mortgage of any or all of the Northwest Division Properties as defined in Section 1.19 of the Mortgage.

SECTION 3. This Sixty-seventh Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Mortgage as supplemented and/or modified by the First to the Sixty-sixth Supplemental Indentures, inclusive, and as restated by the Thirtieth Supplemental Indenture, and shall form a part thereof.

SECTION 4. All recitations or recitals contained in this Sixty-seventh Supplemental Indenture, save only the recital herein set forth

as to the due organization and existence of the Corporate Trustee, are made by and on behalf of the Company only, and the Trustees, except as aforesaid, are in no way responsible therefor or for any statement herein contained. All of the provisions of the Mortgage with respect to the rights, privileges, immunities, powers and duties of the Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to this Sixty-seventh Supplemental Indenture.

SECTION 5. Although this Sixty-seventh Supplemental Indenture is dated for convenience and purposes of reference as of January 31, 1974, the actual date or dates of the execution hereof by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

SECTION 6. In order to facilitate the recording and filing of this Sixty-seventh Supplemental Indenture, (a) the same may be executed in several counterparts, each of which shall be taken to be an original, and such counterparts shall together constitute but one and the same instrument; (b) with respect to the copies of this Sixty-seventh Supplemental Indenture filed in any particular jurisdiction, Schedule A (Schedule of Released Properties) may be limited to properties located in that jurisdiction, and any such copies filed in any such jurisdiction shall be deemed to incorporate by reference the entirety of said Schedule A as on file with the Corporate Trustee; and (c) if none of the Northwest Division Properties are located in any particular jurisdiction in which this Sixty-seventh Supplemental Indenture is filed, Schedule A (Schedule of Released Properties) to the copies of this Sixty-seventh Supplemental Indenture filed in such jurisdiction shall so state.

SECTION 7. The Company hereby acknowledges the receipt by it of an executed counterpart of this Sixty-seventh Supplemental Indenture, and the Trustees hereby acknowledge the receipt by them of an executed counterpart of this Sixty-seventh Supplemental Indenture.

IN WITNESS WHEREOF, EL PASO NATURAL GAS COMPANY has caused these presents to be signed by its President or a Vice President, and

its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary or an Assistant Secretary, and MANUFACTURERS HANOVER TRUST COMPANY has caused these presents to be executed by its President or a Vice President or an Assistant Vice President or other duly authorized officer, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of one of its Assistant Trust Officers, and T. C. CRANE has hereunto set his hand and seal, all as of the day and year first above written.

EL PASO NATURAL GAS COMPANY

[CORPORATE SEAL]

By .....
Vice President

Attest:

.....
Assistant Secretary

MANUFACTURERS HANOVER TRUST COMPANY, Corporate Trustee

[CORPORATE SEAL]

By .....
Assistant Vice President

Attest:

.....
Assistant Trust Officer

..... (L.S.)
Successor Individual Trustee

Signed, sealed, executed, acknowledged and delivered by EL PASO NATURAL GAS COMPANY, by MANUFACTURERS HANOVER TRUST COMPANY and by T. C. CRANE in the presence of:

.....

.....

EL PASO NATURAL GAS COMPANY

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.:

I, Janet Patricia Sessa, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 31st day of January, 1974:

(Arizona)
(Colorado)
(Kansas)
(New Mexico)
(Oklahoma)
(Wyoming)

The foregoing instrument was acknowledged before me this January 31, 1974 by E. A. WALSH as a Vice President of EL PASO NATURAL GAS COMPANY, a Delaware corporation, on behalf of the corporation.

(Idaho)

On this 31st day of January in the year 1974 before me, Janet Patricia Sessa, a notary public in and for the County of New York, State of New York, personally appeared E. A. WALSH, known to me to be a Vice President of EL PASO NATURAL GAS COMPANY, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(New York)

On the 31st day of January, 1974, before me personally came E. A. WALSH, to me known, who, being by me duly sworn, did depose and say that he resides at 2410 Claremont Drive, Falls Church, Virginia; that he is a Vice President of EL PASO NATURAL GAS COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Oregon)

Personally appeared before me E. A. WALSH, who, being sworn, did say that he is a Vice President of EL PASO NATURAL GAS COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors.

(Texas)

BEFORE ME, Janet Patricia Sessa, a notary public, on this day personally appeared E. A. WALSH, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be

a Vice President of EL PASO NATURAL GAS COMPANY, a corporation, and acknowledged to me that as such officer he executed said instrument for the purposes and considerations therein expressed, and as the act and deed of said corporation.

(Utah)

On the 31st day of January, A.D. 1974, personally appeared before me E. A. WALSH, who being by me duly sworn did say that he, the said E. A. WALSH, is a Vice President of EL PASO NATURAL GAS COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said E. A. WALSH duly acknowledged to me that said corporation executed the same.

(Washington)

On this 31st day of January, 1974, personally appeared before me E. A. WALSH, to me known to be a Vice President of EL PASO NATURAL GAS COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

I certify that said E. A. WALSH signed the foregoing instrument in my presence on the date aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 31st day of January, 1974.

My commission expires March 30, 1974.

[NOTARIAL SEAL]

JANET PATRICIA SESSA
NOTARY PUBLIC, State of New York
No. 24-8924325
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

[redacted] [redacted] [redacted]

CORPORATE TRUSTEE

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, J. Leslie Daniels, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 31st day of January, 1974:

(Arizona)
(Colorado)
(Kansas)
(New Mexico)
(Oklahoma)
(Wyoming)

The foregoing instrument was acknowledged before me this January 31, 1974 by E. F. COCKINGS, Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, Trustee.

(Idaho)

On this 31st day of January in the year of 1974 before me, J. Leslie Daniels, a notary public in and for the County of New York, State of New York, personally appeared E. F. COCKINGS, known to me to be an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, Trustee, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same as Trustee.

(New York)

On the 31st day of January, 1974, before me personally came E. F. COCKINGS, to me known, who, being by me duly sworn, did depose and say that he resides at 63 Winifred Drive, Merrick, New York; that he is an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

(Oregon)

Personally appeared before me E. F. COCKINGS, who, being sworn, did say that he is an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors.

(Texas)

BEFORE ME, J. Leslie Daniels, a notary public, on this day personally appeared E. F. COCKINGS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, a corporation, and acknowledged to me that as such

officer he executed said instrument for the purposes and considerations therein expressed, and as the act and deed of said corporation.

(Utah)

On the 31st day of January, A.D. 1974, personally appeared before me E. F. COCKINGS, who being by me duly sworn did say that he, the said E. F. COCKINGS, is an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said E. F. COCKINGS duly acknowledged to me that said corporation executed the same.

(Washington)

On this 31st day of January, 1974, personally appeared before me, E. F. COCKINGS, to me known to be an Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

I certify that said E. F. COCKINGS signed the foregoing instrument in my presence on the date aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 31st day of January, 1974.

My commission expires March 30, 1974.

[NOTARIAL SEAL]

J. Leslie Daniels

J. LESLIE DANIELS
Notary Public, State of New York
No. 31-5914175
Qualified in New York County
Commission Expires March 30, 1974

INDIVIDUAL TRUSTEE

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, Kathleen C. Kelly, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 31st day of January, 1974:

(Arizona)
(Colorado)
(Kansas)
(New Mexico)
(Oklahoma)
(Wyoming)

The foregoing instrument was acknowledged before me this January 31, 1974 by T. C. CRANE, Trustee.

(Idaho)

On this 31st day of January in the year 1974, before me, Kathleen C. Kelly, a notary public in and for the County of New York, State of New York, personally appeared T. C. CRANE, known to me to be the person whose name is subscribed to the within instrument, as Trustee, and acknowledged to me that he executed the same as Trustee.

(New York)

On the 31st day of January, 1974, before me personally came T. C. CRANE, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(Oregon)

Personally appeared before me the above named T. C. CRANE and acknowledged the foregoing instrument to be his voluntary act.

(Texas)

BEFORE ME, Kathleen C. Kelly, a notary public, on this day personally appeared T. C. CRANE, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and in the capacity therein stated.

(Utah)

On the 31st day of January, A.D. 1974, personally appeared before me T. C. CRANE, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(Washington)

On this day personally appeared before me T. C. CRANE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

I certify that said T. C. CRANE signed the foregoing instrument in my presence on the date aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 31st day of January, 1974.

My commission expires March 30, 1974.

[NOTARIAL SEAL]

KATHLEEN C. KELLY
Notary Public, State of New York
No. 30-7216885 — New York
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1974

AFFIDAVIT MADE PURSUANT TO SECTION 35.03 VERNON'S BUSINESS AND COMMERCE CODE OF THE STATE OF TEXAS

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Before me, the undersigned authority, on this day personally appeared E. A. WALSH, affiant, who, being duly sworn on this oath says:

(1) that he is a Vice President of EL PASO NATURAL GAS COMPANY;

(2) that the above and foregoing Sixty-seventh Supplemental Indenture to which this affidavit is annexed is an indenture which by its terms subjects to the lien thereof property to be acquired by said Company subsequent to the execution by it of said Indenture; and

(3) that said EL PASO NATURAL GAS COMPANY, which executed the foregoing Sixty-seventh Supplemental Indenture, owns and operates in the State of Texas pipelines for the transportation or sale of natural gas to other pipeline companies, or to local distribution systems, or to municipalities, or to industrial consumers, and is one of the corporations referred to in Section 35.01, Vernon's Business and Commerce Code of the State of Texas.

WITNESS my hand and seal of said EL PASO NATURAL GAS COMPANY, this 31st day of January, 1974.

E. A. Walsh

[CORPORATE SEAL]

Vice President of El Paso
Natural Gas Company

Subscribed and sworn to before me by said E. A. WALSH, this 31st day of January, 1974, to certify which witness my hand and seal of office.

[NOTARIAL SEAL]

KATHLEEN C. KELLY
Notary Public, State of New York
No. 30-7218885 — New York
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1974

EXPLANATION OF REFERENCES CONTAINED IN SCHEDULE A ATTACHED HERETO

(Schedule of Released Properties)

All references in the attached Schedules to Volumes or Books or Pages are references to the conveyance and deed records or other records of the counties or other jurisdictions wherein the instruments therein referred to are recorded, filed or indexed.

All references in the attached Schedules to "R/W" numbers, "Co.Reg." numbers, "Contract" numbers and "File" numbers refer (except as therein or hereinafter otherwise specifically provided) to the records or files of El Paso Natural Gas Company applicable to the rights of way, easements, permits, leases or other rights to which such numbers relate.

All references in the attached Schedule IC to "Serial" numbers, "Easement" numbers, "License" numbers, "Dwg." numbers, "Contract" numbers and "Permit" numbers refer to the files or records of the governmental offices or agencies or other entities having jurisdiction over or which originally created the easements, permits or other rights to which such numbers relate. Reference is hereby made to such files and records for a more complete description of the easements, permits and other rights described in Schedule IC.

SCHEDULE A

Schedule of Released Properties

The copy of this Sixty-seventh Supplemental Indenture on file with the Corporate Trustee contains a Schedule A (as referred to in Article III of this Sixty-seventh Supplemental Indenture) composed of schedules describing all properties, wherever located, specifically being released by this Sixty-seventh Supplemental Indenture from the lien of the Mortgage (as defined in this Sixty-seventh Supplemental Indenture). Attached hereto and comprising Schedule A for purposes of recordation, filing and indexing in this jurisdiction are those portions of such schedules which relate (except as therein indicated) to properties located in this jurisdiction, which schedules are designated as follows:

Schedule I, Exhibit N

Schedule IA, Exhibit N

Schedule IB, Exhibit N

Schedule IC, Exhibit G

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SCHEDULE I

EXHIBIT N — WYOMING

PART I — LINCOLN COUNTY

DIVISION ONE: MAIN TRANSMISSION PIPE LINE

(1) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Line", a segment of which is located in Lincoln County, Wyoming.

53.797 Miles of 22-inch Pipe Line

7.866 Miles of 26-inch Pipe Line

Beginning on the County Line in the W½SE¼ of Section 34, Township 19 North, Range 112 West, 6th P.M., thence in a northwesterly direction across Sections 34, 33, 28, 29 and 30, Township 19 North, Range 112 West, to a point on the west boundary of said Section 30, distant 119.0 feet South of the Northwest Corner of said Section 30;

Continuing thence in a northwesterly direction across Sections 25, 24, 23, 22, 15, 16, 17, 8 and 7, Township 19 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 7, distant 543.0 feet South of the Northwest Corner of said Section;

Continuing thence, in a northwesterly direction across Sections 12, 1, 2 and 3, Township 19 North, Range 114 West, 6th P.M., to a point on the North boundary of said Section 3, distant 401.0 feet West of the Northeast Corner of said Section 3;

Continuing thence in a northwesterly direction across Sections 34, 33, 32, 29 and 30, Township 20 North, Range 114 West, 6th P.M., to a point on the west boundary of said Section 30, distant 252.0 feet North of the West Quarter Corner of said Section 30;

Continuing thence in a northwesterly direction across Sections 25, 26, 23, 22, 21, 16, 17, 18 and 7, Township 20 North, Range 115 West, 6th P.M., to a point on the west boundary of said Section 7, distant 4263.0 feet South of the Northwest Corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 11, 2, 3, 10, 9, 4 and 5, Township 20 North, Range 116 West, 6th P.M., to

a point on the boundary of said Section 5, distant 36.0 feet East of the Southwest Corner of Section 35, Township 21 North, Range 116 West, 6th P.M.;

Continuing thence in a northwesterly and southwesterly direction across Sections 35, 34, 27, 22, 21, 16, 17, 8, 7 and 18, Township 21 North, Range 116 West, 6th P.M., (crossing the U.P.R.R. in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34 and U.S. Highway 189 in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 34), to a point on the West boundary of said Section 18, distant 526.8 feet South of the Northwest Corner of said Section 18;

Continuing thence in a southwesterly and northwesterly direction across Sections 13, 24, 23, 22, 15, 16, 17, 8 and 7, Township 21 North, Range 117 West, 6th P.M., to a point on the West boundary of said Section 7, distant 81.0 feet North of the west quarter corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 11, 2, 3, 4 and 5, Township 21 North, Range 118 West, 6th P.M. (crossing the U.P.R.R. in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of said Section 11 and U.S. Highway 30 North in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 2), to a point on the north boundary of said Section 5, distant 1,275.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northwesterly and southwesterly direction across Sections 32 and 31, Township 22 North, Range 118 West, 6th P.M., to a point on the south boundary of said Section 31, distant 466.0 feet east of the southwest corner of said Section 31;

Continuing thence in a southwesterly direction across Section 6, Township 21 North, Range 118 West, 6th P.M., to a point on the west boundary of said Section 6, distant 310.0 feet south of the northwest corner of said Section 6;

Continuing thence in a southwesterly and northwesterly direction across Sections 1, 2, 3, 4, 5 and 6, Township 21 North, Range 119 West, 6th P.M., to a point on the north boundary of said Section 6, distant 287.0 feet east of the north quarter corner of said Section 6;

Continuing thence in a northwesterly direction across Section 31, Township 22 North, Range 119 West, 6th P.M. (crossing U.S. Highway 30

North, and the U.P.R.R. in the Southwest Quarter (SW¼) of said Section 31), to a point on the west boundary of said Section 31, distant 2,020.0 feet north of the southeast corner of Section 36, Township 22 North, Range 120 West, 6th P.M.;

Continuing thence in a northwesterly direction across Sections 36, 25, 26, 23, 22, 15 and 16, Township 22 North, Range 120 West, 6th P.M., to a point on the west boundary of said Section 16, distant 1,650.0 feet north of the southwest corner of said Section 16, which point is also on the County and State Line between Lincoln County, Wyoming and Rich County, Utah;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27697	The State of Wyoming	8-13-56	16	20N	115W	18	390
			16	21N	117W		
			36	22N	120W		
			16	22N	120W		
			36	22N	114W		
			36	26N	113W		
			16	27N	113W		
			16	28N	113W		
28970	Western Wyoming Range	6-20-55	33	19N	112W	11	73
28969	Western Wyoming Range	6-30-55	29	19N	112W	11	75
28959	Western Wyoming Range	8- 2-55	25	19N	113W	11	375
28968	Western Wyoming Range Company	6-30-55	23	19N	113W	11	79
28967	Western Wyoming Range Company	6-30-55	15	19N	113W	11	81
28966	Western Wyoming Range Company	6-30-55	17	19N	113W	11	83
28965	Western Wyoming Range Company	6-30-55	7	19N	113W	11	85
28964	Western Wyoming Range Company	6-30-55	1	19N	114W	11	87
28963	Western Wyoming Range Company	6-30-55	3	19N	114W	11	89
28962	Western Wyoming Range Company	6-30-55	33	20N	114W	11	91
28958	Western Wyoming Range Company	8- 2-55	29	20N	114W	11	377
28960	Western Wyoming Range Company	6-30-55	25	20N	115W	11	95

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28961	Western Wyoming Range Company	6-30-55	23	20N	115W	11	97
28972	Matt Bertagnolli, et ux	6-13-55	17	20N	115W	10	491
28973	Matt Bertagnolli, et ux	6-13-55	21	20N	115W	10	489
28971	Matt Bertagnolli, et ux	6-13-55	7	20N	115W	10	493
28974	Theodore D. Duthie, et ux	6-20-55	11	20N	116W	10	529
28975	Union Pacific Railroad Company	3-13-56	3	20N	116W	30	377
			9	20N	116W		
			11	20N	116W		
			15	21N	114W		
28976	Green River Livestock Company	10-24-55	2	20N	116W	15	343
28977	Evelyn Hankin	7-29-55	10	20N	116W	11	363
28978	Frank Hankin, et ux	6- 9-55	4	20N	116W	10	497
32559	Kemmerer Coal Co.	8-10-55	4	20N	116W	12	40
			5	20N	116W		
32558	Kemmerer Coal Co.	11-30-55	4	20N	116W	15	331
			5	20N	116W		
			19	21N	116W		
			20	21N	116W		
			29	21N	116W		
			35	21N	116W		
32560	Kemmerer Coal Co.	8-10-55	35	21N	116W	12	44
28981	Kemmerer Coal Co.	8-10-55	29	21N	116W	12	48
28979	Kemmerer Coal Co.	8-10-55	20	21N	116W	12	56
			19	21N	116W		
28980	Kemmerer Coal Co.	8-10-55	29	21N	116W	12	52
28982	Marcus D. Nelson, et al	6-10-55	34	21N	116W	15	349
45723	Effie Alleman, et al	11- 6-69	27	21N	116W	88	648
45631	John Aimo	10-27-69	27	21N	116W	88	395
49774	Union Pacific Resources Corporation	4-13-72	17	21N	116W	104	83
42570	Union Pacfic Railroad	11-15-66	7	21N	116W	77	462
			8	21N	116W		
			17	21N	116W		
28983	Effie Alleman	7-13-55	29	21N	116W	11	361
			32	21N	116W		
28984	Effie Alleman	6-15-55	28	21N	116W	10	499
			33	21N	116W		
40870	Kemmerer Coal Co.	5-21-65	29	21N	116W	70	162
			20	21N	116W		
42768	Kemmerer Coal Co.	5- 9-67	29	21N	116W	78	211
			20	21N	116W		
28986	Charles H. Smith, et ux	6-13-55	4	21N	119W	10	509
28985	Charles H. Smith, et ux	6- 9-55	22	21N	117W	10	501

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Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
28987	Gertrude A. Lewis, et al	6-11-55	4	21N	117W	15	351
			30	21N	117W		
			8	21N	117W		
			9	21N	117W		
			17	21N	117W		
			18	21N	117W		
			19	21N	117W		
			20	21N	117W		
			30	21N	117W		
28989	Duane C. Lewis, et ux	7-29-55	4	21N	117W	15	355
			30	21N	117W		
			8	21N	117W		
			9	21N	117W		
			17	21N	117W		
			18	21N	117W		
			19	21N	117W		
			20	21N	117W		
			30	21N	117W		
28988	Betty L. DeRosiers, et vir	8- 5-55	4	21N	117W	15	358
			30	21N	117W		
			8	21N	117W		
			9	21N	117W		
			17	21N	117W		
			18	21N	117W		
			19	21N	117W		
			20	21N	117W		
			30	21N	117W		
28990	Matt Failoni, et ux	7- 9-55	4	21N	118W	11	154
28991	Alfred Thoman, et ux	6-11-55	2	21N	119W	10	507
			3	21N	119W		
			34	22N	119W		
28992	A. L. Stotts, et ux	6-18-55	4	21N	119W	10	525
28993	Olive Arden Pope, et ux	8- 5-55	26	22N	120W	11	368
28994	Olive Arden Pope, et ux	8- 5-55	25	22N	120W	11	365
30443	Lawrence B. Johnson, et ux & Prudential Life Ins. Co. of America	11-12-55	25	22N	120W	13	506
			26	22N	120W		
28995	John Sedey, et ux	6-14-55	22	22N	120W	10	511
			23	22N	120W		
			26	22N	120W		

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28996	Harold F. Johnson, et ux	6-18-55	15	22N	120W	10	527
			22	22N	120W		
			23	22N	120W		
			26	22N	120W		
			27	22N	120W		
29000	Arthur E. Robinson, et ux	6-11-55	21	22N	120W	10	513
			22	22N	120W		
28999	Arthur E. Robinson, et ux	8- 2-55	15	22N	120W	11	371

Division Two: Gas Supply Lines, Miscellaneous Line, Gathering Lines and Crossover Lines

Section A — Gas Supply Lines

(1) 16-inch and 24-inch Gas Supply Line, commonly called "Big Piney Line", in Lincoln County, Wyoming

0.335 Miles of 24-inch Pipe Line in Lincoln County, Wyoming

41.600 Miles of 16-inch Pipe Line in Lincoln County, Wyoming

Beginning at a point of connection with the Ignacio, Colorado to Sumas, Washington Line in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming; thence in a northeasterly direction across Sections 23, 14, 11, 12 and 1, Township 20 North, Range 115 West, 6th P.M., to a point on the north boundary of said Section 1, distant 1,214.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northeasterly direction across Sections 33, 28, 27, 22, 15, 14, 11 and 2, Township 21 North, Range 114 West, 6th P.M., (crossing the U.P.R.R. and U.S. Highway 30 North in the East Half of the East Half (E½E½) of said Section 28), to a point on the North boundary of Said Section 2, distant 52.0 feet west of the northeast corner of said Section 2;

Continuing thence in a northeasterly direction across Sections 35, 36, 25, 24 and 13, Township 22 North, Range 114 West 6th P.M., to a point on the east boundary of said Section 13, distant 673.0 feet south of the northeast corner of said Section 13;

Continuing thence in a northeasterly direction across Sections 18, 7 and 6, Township 22 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 6, distant 1,095.0 feet east of the north quarter corner of said Section 6;

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Continuing thence in a northeasterly direction across Section 36, Township 23 North, Range 114 West, 6th P.M. (crossing U.S. Highway 189 in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 36), to a point on the east boundary of said Section 36; distant 362.0 feet south of the northeast corner of said Section 36;

Continuing thence in a northeasterly direction across Sections 32, 29, 20, 17, 8, 5 and 4, Township 23 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 4, distant 48.0 feet east of the northwest corner of said Section 4;

Continuing thence in a northeasterly and northwesterly direction across Sections 33, 28, 21, 22, 15, 10 and 3, Township 24 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 3, distant 575.0 feet east of the southwest corner of Section 36, Township 25 North, Range 113 West, 6th P.M.;

Continuing thence in a northwesterly direction across Sections 36, 25, 26, 23, 14, 13, 12 and 1, Township 25 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 1, distant 600.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northwesterly direction across Sections 36, 35, 26, 23, 14, 11, 2 and 3, Township 26 North, Range 113 West, 6th P.M. (crossing State Highway No. 119 in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 2), to a point on the north boundary of said Section 3, distant 1,133.0 feet west of the northeast corner of said Section 3, which point is also on the county line between Lincoln County and Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27340	Western Wyoming Range Company	6-30-55	23	20N	115W	11	101
27341	Western Wyoming Range Company	6-30-55	11	20N	115W	11	99
27339	Arnold A. Larson, et ux	7-18-55	1	20N	115W	12	60
			33	21N	114W		
27337	Arnold A. Larson, et ux	7- 7-55	27	21N	114W	11	137
			28	21N	114W		
27338	Arnold A. Larson, et ux	6-22-55	1	20N	115W	11	48
27331	Aaron H. McGinnis, et ux	7-15-55	2	24N	113W	12	62
			3	24N	113W		

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27329	State of Wyoming	9-15-55	25	25N	113W	40	474
			36	25N	113W		
27326	Olive H. Irwin	8- 9-55	26	26N	113W	17	468
27324	Anderson L. McGinnis	7-11-55	26	26N	113W	16	176
27322	William J. McGinnis, et ux	7- 9-55	26	26N	113W	11	160
27330	William J. McGinnis, et ux	7- 9-55	23	26N	113W	11	162
27323	William J. McGinnis, et ux	7- 9-55	14	26N	113W	11	158
27321	Lincoln County, Wyoming	7-25-55	14	26N	113W	12	64
27697	State of Wyoming	8-13-56	36	22N	114W	18	390
			36	26N	113W		
27333	Green River Livestock Company	10-24-55	20	23N	113W	15	337
44146	State of Wyoming (1199)	7- 3 68	13	25N	113W	83	539

(2) 24-inch, 26-inch and 30-inch Gas Supply Line commonly called "Big Piney Loop Line", in Lincoln County, Wyoming.

0.017 Miles of 24-inch Pipe Line in Lincoln County, Wyoming
0.005 Miles of 26-inch Pipe Line in Lincoln County, Wyoming
41.507 Miles of 30-inch Pipe Line in Lincoln County, Wyoming

Beginning at a point of connection with the Ignacio, Colorado to Sumas, Washington Line in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming; thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the Big Piney Line across Sections 23, 14, 11, 12 and 1, Township 20 North, Range 115 West, 6th P.M., to a point on the north boundary of said Section 1, distant 1,194.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 33 and 28, Township 21 North, Range 114 West, 6th P.M. (crossing the U.P.R.R. and U. S. Highway 30 North in the East Half of the East Half (E½E½) of said Section 28), to a point on the east boundary of said Section 28, distant 1,746.0 feet south of the northeast corner of said Section 28;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 27, 22, 15, 14, 11 and 2, Township 21 North, Range

114 West, 6th P.M., to a point on the north boundary of said Section 2, distant 52.0 feet west of northeast corner of said Section 2;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 35, 36, 25, 24 and 13, Township 22 North, Range 114 West, 6th P.M., to a point on the east boundary of said Section 13, distant 673.0 feet south of the northeast corner of said Section 13;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 18, 7 and 6, Township 22 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 6, distant 1,095.0 feet east of the north quarter corner of said Section 6;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to ,the said Big Piney Line across Section 36, Township 23 North, Range 114 West, 6th P.M. (crossing U.S. Highway 189 in the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of said Section 36), to a point on the east boundary of said Section 36, distant 362.0 feet south of the northeast corner of said Section 36;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 32, 29, 20, 17, 8, 5 and 4, Township 23 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 4, distant 328.0 feet east of the northwest corner of said Section 4;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Section 33 and a portion of Section 28 (leaving the right of way of the said Big Piney Line) and continuing thence in a northeasterly direction across Sections 28 and 21 and a portion of Section 22, continuing thence in a northeasterly and northerly direction on and along the right of way, and approximately parallel to, the said Big Piney Line across Sections 22, 15, 10 and 3, Township 24 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 3, distant 555.0 feet east of the southwest corner of Section 36, Township 25 North, Range 113 West, 6th P.M.;

Continuing thence in a northwesterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line

across Sections 36, 25, 26 and 23 (leaving the right of way of said Big Piney Line) and continuing thence in a northwesterly and northeasterly direction across Sections 14, 13, 14 (re-entry), 11 and 2, Township 25 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 2, distant 1,525.0 feet west of the northeast corner of said Section 2;

Continuing thence in a northwesterly direction across Sections 35, 26 and 23 and a portion of Section 14, continuing thence in a northwesterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 14, 11, 2 and 3, Township 26 North, Range 113 West, 6th P.M. (crossing State Highway No. 119 in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 2), to a point on the north boundary of said Section 3, distant 1,238.0 feet west of the northeast corner of said Section 3, which point is also on the County Line between Lincoln County and Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27378	Green River Livestock Company	3-17-58	20	23N	113W	26	510
27379	State of Wyoming	9-15-59	36	22N	114W	40	78
27380	Union Pacific Railroad Company	4- 8-69	11	21N	114W	27	235
			15	21N	114W		
44147	State of Wyoming (1200)	7- 3-68	13	25N	113W	83	541

Section B — Miscellaneous Line

(1) 2⅜-inch Pipe Line, commonly called, "Line from 30-inch Drip to Knock-out Drum at Opal Plant", in Lincoln County, Wyoming.

0.346 Miles of 2⅜-inch Pipe Line

Beginning in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 22, Township 21 North, Range 114 West, 6th P.M., Lincoln County, Wyoming; thence in a northwesterly direction across Section 22 and a portion of Section 27, Township 21 North, Range 114 West, 6th P.M., to the end of the line at a point of connection in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 27 in Lincoln County, Wyoming.

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Section C — Gathering Lines

Big Piney Gathering System

(a) Main Branch Trunk Gathering Lines

(1) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1", segment of which is located in Lincoln County, Wyoming.

1.867 Miles of 6⅝-inch Pipe Line

Beginning in Lot 8 of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming; thence in a northeasterly direction across Sections 3, 2 and Lot 37, Township 26, North, Range 113 West, 6th P.M., to a point on the north boundary of said Lot 37, distant 1,484.0 feet west of the northeast corner of said Lot 37, which point is also on the County Line between Lincoln County and Sublette County, Wyoming.

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27373	State of Wyoming, (E-674)	12-31-57	1	26N	113W	26	11

(2) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1 Loop", a segment of which is located in Lincoln County, Wyoming.

1.771 Miles of 8⅝-inch Pipe Line

Beginning in Lot 8 of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 24°02' West a distance of 1,603.1 feet from the northeast corner of said Section 3; thence in a northeasterly direction on and along the right of way of, and approximately parallel to, Big Piney Branch Trunk A-1 across Sections 3 and 2 and Lot 37, Township 26 North, Range 113 West, 6th P.M., to a point on the north boundary of said Lot 37, distant 622.3 feet east of the north quarter corner of said Lot 37, which point is also on the County Line between Lincoln County and Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39914	State of Wyoming	3-20-64	1	26N	113W	38	167
			Lot 37	26N	113W		

(3) 4½-inch Main Branch Gathering Line, commonly called "Big Piney Branch Trunk A-3", in Lincoln County, Wyoming.

0.041 Miles of 4½-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 44°57′ West a distance of 1784.2 feet from the east quarter corner of said Section 6; thence in a southwesterly direction across a portion of said Section 6, Township 26 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears North 47°35′ West a distance of 1926.8 feet from the southeast corner of said Section 6, in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of said Section 6, in Lincoln County, Wyoming.

(4) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-14", in Lincoln County, Wyoming.

0.820 Miles of 6⅝-inch Pipe Line

1.203 Miles of 8⅝-inch Pipe Line

Beginning in Lot 8 of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 68°41′ East a distance of 4,917.9 feet from the northwest corner of said Section 3; thence in a northwesterly direction across Sections 3 and 4 and a portion of Section 5, Township 26 North, Range 113 West, 6th P. M. (crossing Wyoming State Highway No. 119 in the Northeast Quarter (NE¼) of said Section 3), to the end of the line at a point which point bears South 47°37′ West a distance of 713.6 feet from the northeast corner of said Section 5, in Lincoln County, Wyoming.

(5) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-16", a segment of which is located in Lincoln County, Wyoming.

0.478 Miles of 6⅝-inch Pipe Line

Beginning on the County Line on the north boundary of Section 5, Township 26 North, Range 112 West, 6th P.M., thence in a southwesterly direction across a portion of said Section 5, Township 26 North, Range 112 West, 6th P.M., to the end of line at a point in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 5, in Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
34078	M. F. Whelan Livestock Company	10-19-60	5	26N	112W	46	369

(6) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-17", in Lincoln County, Wyoming.

1.871 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 14, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 3°13′ East a distance of 1,253.7 feet from the north quarter corner of said Section 14; thence in a northeasterly direction across Section 14 and Resurvey Lot 37, Township 26 North, Range 113 West, 6th P.M., to a point on the east boundary of said Resurvey Lot 37, distant 850.4 feet north of the southwest corner of Section 7, Township 26 North, Range 112 West, 6th P.M.;

Continuing thence in a northeasterly direction across a portion of Section 7, Township 26 North, Range 112 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of said Section 7, in Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
36660	State of Wyoming	4- 3-61	12	26N	113W	48	550
			(Lot 37)	26N	113W		
			13	26N	113W		
			(Lot 37)	26N	113W		
34067	William J. McGinnis, et ux	10-21-60	7	26N	112W	46	357

(7) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-19", a segment of which is located in Lincoln County, Wyoming.

0.365 Miles of 4½-inch Pipe Line in Lincoln County, Wyoming

0.922 Miles of 6⅝-inch Pipe Line in Lincoln County, Wyoming

Beginning in the North Half of the Southeast Quarter (N½SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 44°56′ West a distance of

1,782.0 feet from the east quarter corner of said Section 6; thence in a northwesterly direction across said Section 6, to a point on the north boundary of said Section 6, distant 192.0 feet east of the northwest corner of said Section 6, which point is also on the County Line between Lincoln County and Sublette County Wyoming.

(8) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-20", in Lincoln County, Wyoming.

0.858 Miles of 4½-inch Pipe Line
2.350 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming; thence in a southwesterly direction across Sections 11, 10, 9 and 16 and a portion of Section 17, Township 26 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 17, in Lincoln County, Wyoming.

(b) Crossover Lines

(1) That certain 4½-inch pipe line, 0.016 miles in length, commonly called Belco-GRB No. 24 Crossover (Big Piney) located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(2) That certain 4½-inch pipe line, 0.015 miles in length, commonly called Belco-GRB No. 43 Crossover (Big Piney) located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

Division Three: Field Gas Treating and Compressing Plant and Compressor Station

Section A — Field Gas Treating and Compressing Plant

(1) Opal Gasoline Plant

That certain Gasoline Absorption Plant located in Lot 37 of Section 27, Township 21 North, Range 114 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded deed:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
24451	Arnold A. Larson, et ux	6-14-58	27	21N	114W	27PR	519

Section B — Main Line Compressor Station

(1) Main Line Compressor Station No. 7
That certain Compressor Station located in the Southwest Quarter (SW¼) of Section 2, Township 21 North, Range 118 West, 6th P.M., Lincoln County, Wyoming.

DIVISION FOUR: REGULATING AND MEASURING STATIONS

(1) San Francisco Chemical Company Meter Station
That certain Meter Station located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 31, Township 22 North, Range 119 West, 6th P.M., Lincoln County, Wyoming.

(2) Kemmerer Sales Meter Station
That certain Meter Station located in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼NE¼SW¼) of Section 34, Township 21 North, Range 116 West, 6th P.M., Lincoln County, Wyoming.

(3) Green River Bend No. 46
That certain Meter Station located in the South Half of the Southeast Quarter of the Southwest Quarter (S½SE¼SW¼) of Section 6, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
37870	John E. Marx	5- 8-62	6	26N	112W	54	279

(4) Texaco Purchase Meter Station
That certain Meter Station located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
42902	Wm. F. Howard	6-20-67	29	19N	112W	78	583

(5) La Barge Meter Station
That certain Meter Station located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 6, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming.

DIVISION FIVE: FEE PROPERTIES

(1) R/W 67045 Texaco Meter Station
A 0.299 acre tract of land in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming, more particularly described as follows:

Beginning at a point which bears North 61°50′ West a distance of 1526.5 feet from the southeast corner of said Section 29; thence South 13°18′ West a distance of 100.0 feet to a point;

Thence North 76°42′ West a distance of 100.0 feet to a point;

Thence North 13°18′ East a distance of 100.0 feet to a point;

Thence South 76°42′ East a distance of 100.0 feet to the point of beginning.

(2) R/W 58491 Big Piney (Opal) Plant
A portion of Lot 37, Township 21 North, Range 114 West, 6th Principal Meridian, more particularly described as follows:

Beginning at a point located North 0°02′ West a distance of 218.8 feet and North 89°17′ East a distance of 113.3 feet from the northwest corner of Section 27, Resurvey Township 21 North, Range 114 West, 6th P.M., said point being Corner No. 20 of said Lot 37;

Thence North 89°17′ East, along the northerly line of the said Lot a distance of 2670.2 feet to Corner No. 21;

Thence South 0°01′ East, along the easterly line of the said Lot 37, a distance of 2634.3 feet to Corner No. 22;

Thence North 88°52½′ East, along the northerly line of the Lot, a distance of 1327.23 feet to Corner No. 23;

Thence South 0°59′ East, along the easterly line of said Lot 37, a distance of 763.8 feet to a point on the northerly right of way of the Union Pacific Railroad at that point;

Thence South 86°23′ West, along the said right of way line, a distance of 2534.0 feet;

Thence North 0°59′ West, a distance of 890.89 feet to a point on the northerly right of way line of Highway U.S. 30 North;

Thence 89°37½′ West, along the said Highway right of way line, a distance of 922.68 feet to the point of a curve to the right, the radius of which is 1809.86 feet;

Thence continuing on the right of way line, on the arc of said curve, thru a central angle of 8°50½′, a distance of 279.29 feet;

Thence North 80°47′ West, a distance of 253.46 feet to a point on the westerly line of Lot 37;

Thence North 0°21′ West, along the westerly line of the Lot, a distance of 2537.68 feet to the point of beginning. The area contained in the above described parcel is 207.686 acres more or less.

Excepting therefrom the following described tract;

All that portion of Section 27, original Township 21 North, Range 114 West of the 6th P.M., Wyoming (described under the Resurvey as a portion of Lot 37, Township 21 North, Range 114 West), being more particularly described by metes and bounds as follows:

Beginning at a point on the West boundary of said Lot 37 from which Corner No. 20 thereof bears North 0°21′ West a distance of 2537.68 feet; thence South 80°47′ East a distance of 253.46 feet to the point of beginning of a curve to the left, the radius of which is 1809.86 feet;

Thence along said curve through a central angle of 8°50.5′ for a distance of 279.29 feet to the point of ending of said curve;

Thence South 89°37.5′ East a distance of 922.68 feet;

Thence South 0°59′ East a distance of 142.8 feet;

Thence South 89°26.5′ East a distance of 941.02 feet;

Thence South 87°40′ East a distance of 674.65 feet;

Thence South 89°45.5′ East a distance of 918.37 feet, more or less, to a point on an East boundary of said Lot 37;

Thence North 0°59′ West along said boundary a distance of 200.5 feet to Corner No. 23 of said Lot 37;

Thence South 88°52.5′ West a distance of 1327.23 feet, more or less, to Corner No. 22 of said Lot 37;

Thence North 0°01′ West along an East boundary of said Lot 37 a distance of 231.2 feet;

Thence North 89°45.5′ West a distance of 1655.86 feet to the point of beginning of a 0°30.7′ circular curve to the right, the radius of which is 11,184.2 feet;

Thence along said curve through a central angle of 5°08′ for a distance of 1,002 feet, more or less, to a point on the West boundary of said Lot 37;

Thence South 0°21′ East a distance of 208.4 feet, more or less, to the point of beginning, the portion of land hereby conveyed containing 23.8 acres, more or less.

(3) R/W 551257 Compressor Station 6 Exchange Property

The NE¼ of Section 9, Township 21 North, Range 119 West, 6th P.M., Lincoln County, Wyoming;

The SE¼ of Section 4, Township 21 North, Range 119 West, 6th P.M., Lincoln County, Wyoming;

Except the following described tract:

All that portion of the SE¼ of Section 4, Resurvey Township 21 North, Range 119 West of the 6th P.M., Wyoming, lying between the northerly operating right of way boundary of the Union Pacific Railroad Company and a parallel right of way line of hereinafter stated distances when measured at right angles to the following described survey line of highway, said parallel right of way line beginning on the east boundary and ending on the west boundary of said SE¼:

Beginning at a point on the east boundary of said SE¼ from which the southeast corner thereof bears South 0°03.5′ East a distance of 1,254.9 feet; thence, with said parallel right of way line 100 feet to the right or northerly side South 75°03.5′ West a distance of 976.2 feet; thence, with said parallel right of way line 125 feet to the right or northerly side continuing South 75°03.5′ West a distance of 1,750 feet, more or less, to a point on the west boundary of said SE¼ from which the southwest corner thereof bears southerly a distance of 530 feet, more or less, containing 15.1 acres more or less.

Subject to the existing highway right of way and all other rights, rights of way, reservations and encumbrances of record.

PART 2 — SUBLETTE COUNTY

Division One: Gas Supply Lines, Miscellaneous Line, Miscellaneous Facilities and Gathering Lines

Section A — Gas Supply Pipe Lines

(1) 16-inch Gas Supply Line, commonly called "Big Piney Line", in Sublette County, Wyoming.

9.458 Miles of 16-inch Pipe Line

Beginning at a point on the County Line on the south boundary located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Sections 34, 27, 22, 21, 16, 9, 8 and 5, Township 27 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 669.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northerly direction across Sections 32, 29, 28, 29 (re-entry) and a portion of Section 20, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point of connection with Compressor Station No. 23 in Tract 41 of said Section 20, in Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27320	Roy W. Whitman, et ux	6-30-55	21	28N	113W	15	14
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219
			21	28N	113W		
27699	State of Wyoming	8-13-56	16	27N	113W	15	492

(2) 16-inch and 30 inch Gas Supply Line, commonly called "Big Piney Loop Line", in Sublette County, Wyoming.

0.074 Miles of 16-inch Pipe Line

9.264 Miles of 30-inch Pipe Line

Beginning at a point on the County Line on the south boundary located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Section 34 and a portion of Section 27, continuing thence in a northwesterly

direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 27 and 22 and a portion of Section 21 (leaving the right of way of said Big Piney Line) and continuing thence in a northwesterly direction across Sections 21, 16, 9, 8 and 5, Township 27 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 1,341.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northwesterly, northeasterly and northwesterly direction across Sections 32 and 29 and a portion of Section 20, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point of connection with Compressor Station No. 23 in Tract 41 of said Section 20, in Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27376	Tom Harrower, et ux	7- 1-58	5	27N	113W	21	256
			32	28N	113W		
27377	State of Wyoming	9-15-58	16	27N	113W	18	365

Section B — Miscellaneous Line

(1) 4½-inch Pipe Line, commonly called "Pan American Purchase Meter Station Line", in Sublette County, Wyoming.

0.024 Miles of 4½-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across a portion of said Section 26, to the end of the line at a point of connection in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 26, in Sublette County, Wyoming.

Section C — Miscellaneous Facilities

(1) Division No. 3 Office and Warehouse and Water Rights

That certain Office and Warehouse together with the Water Rights thereof located in the Northwest Quarter (NW¼) and the North Half of the Northeast Quarter (N½NE¼) of Section 36 and the East Half of the Northeast Quarter (E½NE¼) of Section 35, Township 30 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
37322	George Milleg, et ux	6- 9-59	36	30N	112W	10	45
None	British-American Oil Producing Co.	10- 7-59	35	30N	112W	18	395
			36	30N	112W		

(2) Big Piney Office and Dwelling (Division No. 3)
That certain Office and Dwelling located in Tract No. 9, Milleg Heights Subdivision in the South Half of the Northwest Quarter (S½NW¼) of Section 36, Township 30 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
37320	Gerald W. Davis, et ux	3- 3-59	36	30N	112W	9	478

(3) Big Piney Office and Warehouse
That certain Office and Warehouse located in Lots 4 and 6 of Block 3 in the C. P. MacGlashen First Addition to the town of Big Piney, Wyoming, Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec. Twp. Rng.	Recorded Book	Recorded Page
35831	Socony Mobil Oil Co., Inc.	12- 9-60	Lot 4, Block 3, C.P. MacGlashen 1st Addt'n. to town of Big Piney, Wyoming	10	453
35832	Socony Mobil Oil Co., Inc.	12- 9-60	Lot 6, Block 3, C.P. MacGlashen 1st Addt'n. to town of Big Piney, Wyoming	39	277
35833	Socony Mobil Oil Co., Inc.	4-18-60	Lots 4&6, Block 3 C.P. MacGlashen 1st Addt'n. to town of Big Piney, Wyoming	1-P.A.	33

Section D — Gathering Lines
(Big Piney Gathering System)

(a) Main Trunk Gathering Lines

(1) 6⅝-inch, 8⅝-inch, 16-inch and 18-inch Main Trunk Gathering Line, commonly called "Big Piney Trunk N" in Sublette County, Wyoming.

6.096 Miles of 6⅝-inch Pipe Line

3.229 Miles of 8⅝-inch Pipe Line

3.725 Miles of 16-inch Pipe Line

3.647 Miles of 18-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly and northeasterly direction across Sections 20, 17, 8 and 5, Township 28 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 621.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northeasterly and northwesterly direction across Sections 34, 27, 26, 23, 14, 11, 10 and 3, Township 29 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 3, distant 174.0 feet east of the north quarter corner of said Section 3;

Continuing thence in a northwesterly direction across Sections 34, 27, 22, 21, 16, 9, 8 and 5, Township 30 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 1081.8 feet east of the northwest corner of said Section 5;

Continuing thence in a northwesterly direction across a portion of Section 32, Township 31 North, Range 113 West, 6th P.M., to the end of the line at a point, which bears North 05°12' East, a distance of 2,773.7 feet from the southwest corner of said Section 32, in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 32 in Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27315	Flying W Land and Livestock Corp.	8- 8-55	11	29N	113W	13	357
27316	Flying W Land and Livestock Corp.	8- 8-55	10	29N	113W	13	362
27317	Robert M. Miller, et ux	9- 8-55	11	29N	113W	153	96
27318	Dan H. Budd, et ux	4- 7-59	3	29N	113W	23	473
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219
			21	28N	113W		
27447	Anderson L. McGinnis, et al	7- 1-55	17	28N	113W	—	—

(2) 6⅝-inch and 10¾-inch Main Trunk Gathering Line, commonly called "Big Piney Trunk S", in Sublette County, Wyoming.

1.000 Miles of 6⅝-inch Pipe Line
1.920 Miles of 10¾-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly, southeasterly and southwesterly direction across Sections 20, 21, 28, 33 and 32 and a portion of Section 33 (re-entry), Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Lot 1 of said Section 33, Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219
			21	28N	113W		
27320	Roy A. Whitman, et ux	6-30-55	21	28N	113W	15	14

(3) 4½-inch, 6⅝-inch and 8⅝-inch Main Trunk Gathering Line, commonly called "Big Piney Trunk T", in Sublette County, Wyoming.

1.572 Miles of 4½-inch Pipe Line

0.223 Miles of 6⅝-inch Pipe Line

3.530 Miles of 8⅝-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Sections 20, 17, 18 and 7, Township 28 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 7, distant 1,141.0 feet south of the northwest corner of said Section 7;

Continuing thence in a westerly and northerly direction across Section 12 and 1, Township 28 North, Range 114 West, 6th P.M., to a point on the north boundary of said Section 1, distant 832.0 feet west of the southeast corner of Section 31, Township 29 North, Range 113 West, 6th P.M.;

Continuing thence in a northerly direction across a portion of Section 31, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Northwest Quarter (SE¼NE¼) of said Section 31, in Sublette County, Wyoming.

together with the folowing recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27345	Mary Kampman, et al	7- 1-55	17	28N	113W	13	223
27346	Hazel Marts, et vir	7-22-55	17	28N	113W	13	229
27347	John G. Haddenham	7-26-55	17	28N	113W	13	227
27348	Lewis Scheinost, et ux	8-15-56	18	28N	113W	15	495
27349	Lewis Scheinost, et ux	8- 9-55	18	28N	113W	13	368
36211	Kenneth E. Bartlett	12-15-58	17	28N	113W	30	95
27350	Kenneth E. Bartlett, et al	9-24-56	17	28N	113W	16	226

(b) MAIN BRANCH TRUNK GATHERING LINES

(1) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1", a segment of which is located in Sublette County, Wyoming.

2.967 Miles of 6⅝-inch Pipe Line

Beginning on the County Line on the south boundary of Section 36, Township 27 North, Range 113 West, 6th P.M.; then in a northeasterly direction across Section 36, Township 27 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 565.0 feet north of the southeast corner of said Section 36;

Continuing thence in a northeasterly direction across Sections 31, 32 and 29 and a portion of Section 28, Township 27 North, Range 112 West, 6th P.M., (crossing U.S. Highway 189 in the West Half of the Northeast Quarter (W½NE¼) of said Section 31 and the Green River in the Northeast Quarter (NE¼) of said Section 31), to the end of the line at a point in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 28, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27372	State of Wyoming	12-31-57	36	27N	113W	17	122
27374	Geo. A. DeGraw, et ux	10-16-57	31	27N	113W	17	85
27375	M. F. Whelan Livestock Company	10-26-57	29	27N	113W	17	82
			32	27N	112W		

(2) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1 Loop", a segment of which is located in Sublette County, Wyoming.

1.037 Miles of 8⅝-inch Pipe Line

Beginning on the County Line on the south boundary of Section 36, Township 27 North, Range 113 West, 6th P.M.; thence, in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Branch Trunk A-1 across said Section 36, Township 27 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 618.7 feet north of the southeast corner of said Section 36;

Continuing thence in a northeasterly direction on and along the right of way of and approximately parallel to, the said Big Piney Branch Trunk A-1 across a portion of Section 31, Township 27 North, Range 112 West, 6th P.M., to the end of the line at a point, which point bears North 61°08′ East, a distance of 3,597.6 feet from the southeast corner of Section 36, Township 27 North, Range 113 West, 6th P.M., in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 31, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
39914	State of Wyoming	3-20-64	36	27N	113W	38	167

(3) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-2", in Sublette County, Wyoming.

1.946 Miles of 8⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 21, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across Sections 21 and 20 and a portion of Section 19, Township 27 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 19, in Sublette County, Wyoming.

(4) 6⅝-inch Main Branch Gathering Line, commonly called "Big Piney Branch Trunk A-3", a segment of which is located in Sublette County, Wyoming.

2.364 Miles of 6⅝ inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 20, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears North 28°22′ West

a distance of 1,832.8 feet from the southeast corner of said Section 20; thence, in a southerly direction across Sections 20, 29, 32 and 33, Township 27 North, Range 113 West, 6th P.M., to a point on the south boundary of said Section 33, distant 106.0 feet east of the southwest corner of said Section 33, which point is also on the County Line between Sublette County and Lincoln County, Wyoming;

together with the following easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27371	Ted Jory, et ux	10- 8-57	29	27N	113W	17	80

(5) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-4", in Sublette County, Wyoming.

1.941 Miles of 8⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears North 06°13′ West a distance of 1,062.4 feet from the southeast corner of said Section 19; thence in a southerly and westerly direction across Sections 19 and 30, Township 27 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 30, distant 91.0 feet north of the west quarter corner of said Section 30;

Continuing thence in a northwesterly direction across a portion of Section 25, Township 27 North, Range 114 West, 6th P.M., to the end of the line at a point, which point bears North 49°57′ West a distance of 1,841.5 feet from the east quarter corner of said Section 25, in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 25, in Sublette County, Wyoming.

(6) 8⅝-inch and 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-5", in Sublette County, Wyoming.

1.743 Miles of 8⅝-inch Pipe Line

3.041 Miles of 10¾-inch Pipe Line

Beginning in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across Sections 5 and 6, Township 27 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 6, distant 604.2 feet south of the west quarter corner of said Section 6;

Continuing thence in a southwesterly direction across Sections 1, 12 and 13 and a portion of Section 24, Township 27 North, Range 114 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 24, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27547	Tom S. Harrower, et ux	11-15-58	5	27N	113W	17	444
			6	27N	113W		
			1	27N	114W		
			11	27N	114W		
			12	27N	114W		

(7) 8⅝-inch and 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-6", in Sublette County, Wyoming.

1.500 Miles of 8⅝-inch Pipe Line

2.430 Miles of 10¾-inch Pipe Line

Beginning in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northeasterly direction across Sections 29, 28, 27, 26 and 23 and a portion of Section 24, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Tract 46 of said Section 24, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27343	Anderson L. McGinnis, et ux	8-15-55	27	28N	113W	136	372
None	Walter C. Yose, et ux	8- 6-55	22	28N	113W	136	374
			23	28N	113W		
27549	Aaron H. McGinnis, et ux	11-11-58	24	28N	113W	18	12
			23	28N	113W		

(8) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-7", in Sublette County, Wyoming.

3.761 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Northeast Quarter (NE¼-NE¼) of Section 27, Township 28 North, Range 113 West, 6th P.M.,

Sublette County, Wyoming; thence in a southeasterly and southwesterly direction across Sections 27, 26, 35, 34 and 33 and a portion of Section 32, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Tract 53 of said Section 32, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27376	Tom Harrower, et al	7- 1-58	5	27N	113W	21	256
			32	27N	113W		

(9) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-8", in Sublette County, Wyoming.

3.162 Miles of 4½-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northeasterly direction across Sections 28, 27, 22 and 23 and a portion of Section 14, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Southeast Quarter (SW¼SE¼ of said Section 14, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27342	Anderson L. McGinnis, et ux	7- 1-55	28	28N	113W	15	12
			27	28N	113W		
27343	Anderson L. McGinnis, et ux	8-15-55	27	28N	113W	13	372
27344	Walter C. Yose, et ux	8- 8-55	22	28N	113W	13	374
			23	28N	113W		

(10) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-9", in Sublette County, Wyoming.

0.721 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southeast Quarter (SE¼-SE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly and southwesterly direction across a portion of said Section 5, to the end of the line

at a point in the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of said Section 5, in Sublette County, Wyoming.

(11) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-10", in Sublette County, Wyoming.

0.904 Miles of 4½-inch Pipe Line

Beginning in the East Half of the Northeast Quarter (E½NE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Sections 32 and 29 and a portion of Section 30, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 30, in Sublette County, Wyoming.

(12) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-11", in Sublette County, Wyoming.

0.707 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) of Section 8, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across a portion of said Section 8, to the end of the line at a point in the North Half of the Southwest Quarter (N½SW¼) of said Section 8, in Sublette County, Wyoming.

(13) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-12", in Sublette County, Wyoming.

1.407 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼-SE¼) of Section 1, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming, which point bears South 26°50′ East a distance of 4,183.2 feet from the north quarter corner of said Section 1; thence in a northwesterly direction across said Section 1, to a point on the north boundary of said Section 1, distant 210.0 feet east of the north quarter corner of said Section 1;

Continuing thence in a northerly direction across a portion of Section 36, Township 28 North, Range 114 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of said Section 36, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27547	Tom S. Harrower, et ux	9-15-58	5	27N	113W	17	444
			6	27N	113W		
			1	27N	114W		
			11	27N	114W		
			12	27N	114W		
35286	The Prudential Insurance Company of America	1- 9-61	5	27N	113W	19	455
			6	27N	113W		
			1	27N	114W		
			11	27N	114W		
			12	27N	114W		
27696	State of Wyoming	3- 3-60	36	28N	114W	19	27

(14) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-13", in Sublette County, Wyoming.

6.180 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 35, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 31°49′ East a distance of 671.1 feet from the northwest corner of said Section 35; thence in a southeasterly direction across said Section 35 and Resurvey Tract 54, to a point on the south boundary of said Resurvey Tract 54, distant 226.0 feet east of the southwest corner of said Resurvey Tract 54;

Continuing thence in a southeasterly direction across Sections 1 and 12, Township 27 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 12, distant 1,297.4 feet north of the southwest corner of Section 6, Township 27 North, Range 112 West, 6th P.M.;

Continuing thence in a southeasterly direction across Sections 6, 7, 8 and 17 and a portion of Section 16, Township 27 North, Range 112 West, 6th P.M. (crossing U.S. Highway 189 in the Northeast Quarter (NE¼) of said Section 17), to the end of the line at a point in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 16, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
36655	State of Wyoming	4- 3-61	36	28N	113W	19	588
33729	Beneficial Oil Company	10-31-60	17	27N	112W	29	453
34070	Joseph H. Bird	10-21-60	17	27N	112W	29	455
37091	State of Wyoming	7-19-61	16	27N	112W	20	81

(15) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-15", in Sublette County, Wyoming.

4.264 Miles of 6⅝-inch Pipe Line

Beginning in the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section 31, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears South 47°06′ West a distance of 2,180.8 feet from the northeast corner of said Section 31; thence in a northeasterly direction across Sections 31, 30, 19, 20, 21 and 16 and a portion of Section 15, Township 27 North, Range 112 West, 6th P.M. (crossing U.S. Highway 189 in the Southwest Quarter (SW¼) of said Section 20 and the Green River in the Southeast Quarter (SE¼) of said Section 16), to the end of the line at a point in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of said Section 15, in Sublette County, Wyoming;

together with the following recorded rights:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
35032	Beneficial Oil Company	10-31-60	20	27N	112W	29	516
			21	27N	112W		
36657	State of Wyoming	4- 3-61	16	27N	112W	19	585

(16) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-16", a segment of which is located in Sublette County, Wyoming.

1.163 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southeast Quarter (SE¼-SE¼) of Section 29, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears North 48°15′ West a distance of 919.3 feet from the southeast corner of said Section 29; thence in a southwesterly direction across Sections 29 and 32, Township 27 North, Range 112 West, 6th P.M., to a point on the south boundary of said Section 32, distant 632.0 feet east of the south quarter corner of

said Section 32, which point is also on the County Line between Sublette County and Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33706	M. F. Whelan Livestock Co.	10-19-60	29	27N	112W	29	439
			32	27N	112W		

(17) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-18", in Sublette County, Wyoming.

0.002 Miles of 4½-inch Pipe Line

0.894 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) of Section 25, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming; which point bears North 10°45′ West a distance of 102.3 feet from the east quarter corner of Section 25; thence in a southwesterly and southeasterly direction across Section 25, Township 27 North, Range 114 West, 6th P.M., to a point on the east boundary of said Section 25, distant 693.4 feet north of the southeast corner of said Section 25;

Continuing thence in a southeasterly direction across Section 30 and a portion of Section 31, Township 27 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears South 25°23′ East a distance of 1,697.9 feet from the northwest corner of said Section 31, in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 31, in Sublette County, Wyoming.

(18) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-19", a segment of which is located in Sublette County, Wyoming.

0.392 Miles of 4½-inch Pipe Line

Beginning on the County Line on the south boundary of Section 31, Township 27 North, Range 113 West, 6th P.M.; thence in a northwesterly direction across said Section 31, Township 27 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 31, distant 351.5 feet north of the southwest corner of said Section 31;

Continuing thence in a northwesterly direction across a portion of Section 36, Township 27 North, Range 114 West, 6th P.M., to the end of

the line at a point, which point bears North 24°53′ West a distance of 1,964.6 feet from the southeast corner of said Section 36, in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 36, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38599	State of Wyoming	3-13-63	36	27N	114W	36	1

(19) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-1", in Sublette County, Wyoming.

1.311 Miles of 6⅝-inch Pipe Line

Beginning in Lot 1 of Section 31, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears South 09°13′ East a distance of 920.5 feet from the northwest corner of said Section 31; thence in a southeasterly direction across said Section 31, to a point on the south boundary of said Section 31, distant 131.4 feet east of the south quarter corner of said Section 31;

Continuing thence in a southeasterly direction across a portion of Section 2, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 2, in Sublette County, Wyoming.

(20) 6⅝-inch Main Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-2", in Sublette County, Wyoming.

0.850 Miles of 6⅝-inch Pipe Line

Beginning at a point in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly and northeasterly direction across Section 25 and a portion of Section 24, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears North 31°48′ West, a distance of 889.5 feet from the southeast corner of said Section 24, in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 24, in Sublette County, Wyoming.

(21) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-3", in Sublette County, Wyoming.

2.589 Miles of 4½-inch Pipe Line

4.784 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; which point bears South 60°37′ East a distance of 1,988.2 feet from the west quarter corner of said Section 35; thence in a northeasterly direction across Sections 35 and 36, Township 29 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 899.0 feet south of the northeast corner of said Section 36;

Continuing thence in a southeasterly and northeasterly direction across Sections 31, 32, 33, 34, 27, 26 and 25 and a portion of Section 24, Township 29 North, Range 112 West, 6th P.M. to the end of the line at a point, which point bears North 68°16′ East a distance of 495.0 feet from the southwest corner of said Section 24, in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 24, in Sublette County, Wyoming.

(22) 8⅝-inch and 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-3 Loop", in Sublette County, Wyoming.

0.761 Miles of 8⅝-inch Pipe Line

1.876 Miles of 10¾-inch Pipe Line

Beginning in the Southwest Quarter of the Southeast Quarter (SW¼-SE¼) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 48°57′ West a distance of 2,799.2 feet from the east quarter corner of said Section 34; thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the Big Piney Branch Trunk N-3 across Sections 34, 35 and 36, Township 29 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 930.0 feet south of the northeast corner of said Section 36;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Branch Trunk N-3 across a portion of Section 31, Township 29 North, Range 112 West, 6th P.M., to the end of the line at a point, which bears South

10°01′ East a distance of 920.7 feet from the northwest corner of said Section 31, in Lot 1 of said Section 31, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27328	State of Wyoming	9-15-59	36	29N	113W	18	361

(23) **10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-4", in Sublette County, Wyoming.**

3.668 Miles of 10¾-inch Pipe Line

Beginning in the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 8, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across Sections 8, 9, 10 and 15 and a portion of Section 14, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of said Section 14, in Sublette County, Wyoming.

(24) **8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-5", in Sublette County, Wyoming.**

1.249 Miles of 8⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 13, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across Section 13 and a portion of Section 24, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point, in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of said Section 24, in Sublette County, Wyoming.

(25) **6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Trunk N-6", in Sublette County, Wyoming.**

1.078 Miles of 6⅝-inch Pipe Line

0.638 Miles of 8⅝-inch Pipe Line

Beginning in the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly and northeasterly direction across Sections 34 and 35 and a portion of Section 26,

Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of said Section 26, in Sublette County, Wyoming.

(26) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-7", in Sublette County, Wyoming.

0.852 Miles of 4½-inch Pipe Line
0.512 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Northwest Quarter (NE¼-NW¼) of Section 13, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northerly and northwesterly direction across Sections 13 and 12 and a portion of Section 1, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears North 40°17′ East a distance of 820.1 feet from the southwest corner of said Section 1, in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 1, in Sublette County, Wyoming.

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27548	Arthur C. Homer, et ux	9-18-57	12	29N	113W	17	76
27551	Robert M. Miller, et ux	10-11-58	11	29N	113W	17	446
			12	29N	113W		

(27) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-8", in Sublette County, Wyoming.

0.461 Miles of 4½-inch Pipe Line
1.457 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, thence in a southeasterly and northeasterly direction across Section 26 and a portion of Section 25, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 25, in Sublette County, Wyoming.

(28) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-10", in Sublette County, Wyoming.

0.622 Miles of 4½-inch Pipe Line
0.582 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, thence in a northeasterly and southeasterly direction across Sections 26 and 23 and a portion of Section 24, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Southwest Quarter (SW¼-SW¼) of said Section 24, in Sublette County, Wyoming.

(29) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-12", in Sublette County, Wyoming.

1.279 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., at a point that bears South 22°16′ East 1236.0 feet from the Northwest corner of said Section 14;

Thence in an Easterly direction across said Section 14, and a portion of Section 13, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of said Section 13, in Sublette County, Wyoming.

(30) 6⅝-inch Main Branch Gathering Line, commonly called "Big Piney Branch Trunk N-12 Loop", Sublette County, Wyoming.

1.287 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Township 29 North, Range 113 West, 6th P.M., bears South 22°16′ East 1236.0 feet from the Northwest corner of said Section 14:

Thence in an easterly direction across said Section 14, and a portion of Section 13, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of said Section 13, in Sublette County, Wyoming.

(31) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-14" in Sublette County, Wyoming.

1.163 Miles of 4½-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th

P.M., Sublette County, Wyoming; thence in a northeasterly direction across Section 3 and a portion of Section 2, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of said Section 2, in Sublette County, Wyoming.

(32) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-16", in Sublette County, Wyoming.

0.546 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

Thence in an easterly direction across Section 11, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of said Section 11, in Sublette County, Wyoming.

(33) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-17", in Sublette County, Wyoming.

0.648 Miles of 6⅝-inch Pipe Line

0.957 Miles of 8⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 15, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears North 26°28′ East, a distance of 3,173.3 feet from the south quarter corner of said Section 15; thence in a southwesterly and southeasterly direction across Section 15 and a portion of Section 22, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Lot 1 of said Section 22, in Sublette County, Wyoming.

(34) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-18", in Sublette County, Wyoming.

0.497 Miles of 4½-inch Pipe Line

Beginning in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 24, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears North 68°16′ East a distance of 491.5 feet from the southwest corner of said Section 24; thence in a northwesterly direction across Section 24 and a portion of

Section 23, Township 29 North, Range 112 West, 6th P.M., to the end of the line at a point, which point bears North 14°24′ West a distance of 2,579.8 feet from the southeast corner of said Section 23, in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 23, in Sublette County, Wyoming.

(35) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-19", in Sublette County, Wyoming.

0.286 Miles of 4½-inch Pipe Line

2.533 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across Sections 14, 23, 24 and 25 and a portion of Tract 54, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in said Tract 54, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38597	State of Wyoming	3-13-63	36	28N	113W	36	103
40706	State of Wyoming	4- 9-65	36	28N	113W	39	193

(36) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-20", in Sublette County, Wyoming.

2.037 Miles of 6⅝-inch Pipe Line

Beginning in Tract 54, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 30°00′ east a distance of 447.4 feet from the south quarter corner of Section 25, Township 28 North, Range 113 West, 6th P.M.; thence in a northeasterly direction across said Tract 54 and Section 25, to a point on the east boundary of said Section 25, distant 26.5 feet south of the west quarter corner of Section 30, Township 28 North, Range 112 West, 6th P.M.;

Continuing thence in a southeasterly and northeasterly direction across Section 30 and a portion of Section 29, Township 28 North, Range 112 West, 6th P.M., to the end of the line at a point, which point bears North 57°19′ East a distance of 3,024.3 feet from the southwest corner of said Section 29, in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 29, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
39648	State of Wyoming	3-20-64	36	28N	113W	37	575

(37) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk S-1", in Sublette County, Wyoming.

0.331 Miles of 4½-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across a portion of said Section 20, to the end of the line at a point in Tract 41 of said Section 20, in Sublette County, Wyoming.

(38) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk S-3", in Sublette County, Wyoming.

0.978 Miles of 6⅝-inch Pipe Line

Beginning in Lot 6 of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 03°15′ West a distance of 1,387.3 feet from the east quarter corner of said Section 32; thence in an easterly direction across Section 32 and a portion of Section 33, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point of connection, which point bears South 76°24′ East a distance of 4,994.5 feet from the west quarter corner of said Section 33, in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 33, in Sublette County, Wyoming.

(39) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk T-1", in Sublette County, Wyoming.

1.519 Miles of 6⅝-inch Pipe Line

1.632 Miles of 8⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across Sections 17, 18 and 19, Township 28 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 19, distant 504.5 feet south of the northeast corner of Section 24, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming;

Continuing thence in a southwesterly and northwesterly direction across Sections 24, 13 and 14 and a portion of Section 11, Township 28 North, Range 114 West, 6th P.M., to the end of the line at a point, which

point bears North 37°03′ West a distance of 1,088.6 feet from the southeast corner of said Section 11, in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 11, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27350	Mary Kampman, et al	9-24-56	17	28N	113W	16	226
27356	Edith Smith, et vir	10- 9-56	17	28N	113W	16	239
27351	Victor Bartlett	10-27-56	17	28N	113W	16	231
27354	Louis W. Bartlett, et ux	10- 9-56	17	28N	113W	16	235
27357	Albert S. Johnson	10- 9-56	17	28N	113W	16	241
27353	Angelo Bartlett, et ux	10-27-56	17	28N	113W	16	233
27358	Albert D. Bartlett, et ux	10- 6-56	17	28N	113W	16	243
27355	Arthur W. Stotts, et ux	10- 5-56	17	28N	113W	16	237
27367	Lewis Scheinost, et ux	9-27-56	18	28N	113W	16	47
27368	Grayson H. Jones, et al	10-11-57	13	28N	114W	17	114
			14	28N	114W		

(c) Crossover Lines

(1) That certain 4½-inch pipe line, 0.618 miles in length, commonly called Crossover from Lateral N-10 to Lateral N-2 (BPGS), located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 24, and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(2) That certain 4½-inch pipe line, 0.066 miles in length, commonly called Crossover from Belco B-51 to B-62 (BPGS), located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(3) That certain 4½-inch pipe line, 0.199 miles in length, commonly called Belco BNG 29, located in Lot 6, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(4) That certain 4½-inch pipe line, 0.152 miles in length, commonly called Crossover from Belco 48 to Belco C-54, located in Lot 1 of Section 26, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) That certain 4½-inch pipe line, 0.054 miles in length, commonly called Western Oil Refg. Co. — Crossover (Big Piney) located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) That certain 4½-inch pipe line, .075 miles in length, commonly called Mobil Tip Top No. 44-29 Crossover (Big Piney), located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(7) That certain 4½-inch pipe line, 0.015 miles in length, commonly called Texas-La Barge No. 1 Crossover (Big Piney) located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(8) That certain 4½-inch pipe line, 0.007 miles in length, commonly called Texas-La Barge No. 3 Crossover (Big Piney) located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(9) That certain 4½-inch pipe line, 0.019 miles in length, commonly called Texas Co.-La Barge No. 2-34 Crossover (Big Piney) located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(10) That certain 8⅝-inch pipe line, 0.527 miles in length, commonly called Crossover from Trunk "T" to Drip Site (Big Piney), located in Tract 41, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
44280	Ruth A. Chamberlain	8-20-68	20	28N	113W	25	225

(11) That certain 4½-inch pipe line, 0.042 miles in length, commonly called Mobil No. 82X-20 Crossover to Trunk "T", located in Tract 41

of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
44955	Ruth A. Chamberlain	8-23-68	20	28N	113W	25	481

(12) That certain 4½-inch pipe line, 0.051 miles in length, commonly called Trunk A Loop to Mobil 68X-32 Crossover, located in Lot 5 and Tract 53 of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(13) That certain 4½-inch pipe line, 0.139 miles in length, commonly called Crossover from Trunk A to Lateral A-5, located in the Northeast Quarter (NE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(14) That certain 4½-inch pipe line, 0.008 miles in length, commonly called Crossover from Lateral N-8 to Belco B-60, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(15) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Crossover from Belco B-18 to Lateral N-14, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2, Township 29, North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(16) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Crossover from Lateral N-17 to Lateral A-8, located in the Southeast Quarter (SE¼) of Section 22, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(17) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Belco GRB 43 Crossover, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(18) That certain 4½-inch pipe line, 0.027 miles in length, commonly called Gulf Field Compressor Line, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 36, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

DIVISION TWO: FIELD GAS TREATING AND COMPRESSING STATIONS

(1) Belco Field Compressor Station No. 7

That certain Field Compressor Station, located in the West Half (W½) of Tract 41, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
34066	W. O. Chamberlain, et ux	11- 8-60	41	28N	113W	10	397

(2) Compressor Station No. 23

That certain Compressor Station, located in the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded deeds:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33949	Ruth A. Chamberlain	10-26-55	20	28N	113W	8	249
33950	Ruth A. Chamberlain	10-26-55	20	28N	113W	8	250
33951	Ruth A. Chamberlain	9- 1-57	20	28N	113W	9	147
33952	Ruth A. Chamberlain	5-14-59	20	28N	113W	10	17
			21	28N	113W		

(3) Compressor Station No. 27

That certain Compressor Station, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded deed:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36209	Mary J. Haddenham, et al	6- 6-58	17	28N	113W	9 Deeds	283

(4) Central Dehydration Site on Trunk "N"

That certain Dehydration Site located in the Northwest Quarter (NW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) Group IV Dehydration Unit on Lateral N-4

That certain Dehydration Unit located in the Northeast Quarter (NE¼) of Section 15, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) Group V Dehydration Site on Lateral N-6

That certain Dehydration Site located in the East Half (E½) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

Division Three: Regulating and Measuring Stations

(1) Big Piney Oil and Uranium Company Meter Station No. 1

That certain Meter Station located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
32609	Dan H. Budd	10-11-57	3	29N	113W	9	109

(2) Big Piney Oil and Uranium Company Meter Station No. 2

That certain Meter Station located in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW¼NE¼NE¼) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(3) Gulf-Wyoming State No. 1 Meter Station

That certain Meter Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 16, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
38015	State of Wyoming	6-26-62	16	27N	112W	34	94

(4) Western Oil & Refining Company Purchase Meter Station

That certain Meter Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) Pan American Pet. Corp.-Mickelson Creek Meter Station

That certain Meter Station located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 32, Township 31 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) Big Piney Meter Station

That certain Meter Station located in Lot 7 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(7) Mobil Well No. 26-16 Meter Station

That certain Meter Station located in Tract 37 of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
47553	State of Wyoming	7- 9-71	16	28N	113W	27	489

DIVISION FOUR: FEE PROPERTIES

(1) R/W 551352 Big Piney Oil and Uranium Company Meter Station No. 1

A tract of land out of Section 3, Township 29 North, Range 113 West, 6th Principal Meridian, Sublette County, Wyoming, and further described as follows:

Commencing at the common corner between Sections 2, 3, 10 and 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, from which the Southwest corner of said tract bears South 88°05′ West, 244 feet, North 22°35′ West, 2038 feet, South 67°25′ West, 5 feet;

Thence, North 22°35′ West, 25 feet to a corner;

Thence, North 67°25′ East, 50 feet to a corner;

Thence, South 22°35′ East, 25 feet to a corner;

Thence, South 67°25′ West, 50 feet to a point of beginning and containing 0.03 acres of land.

(2) R/W 551602 Compressor Station No. 23

Parcel No. 1

A tract of land out of the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, of the Sixth Principal Meridian, Sublette County, Wyoming, and further described as follows:

Beginning at a stake set for the Southwest corner of the herein-described tract in the East right-of-way of a gravel road from which the Northwest corner of Tract No. 43, Section 20, Township 28 North, Range 113 West, Sixth Principal Meridian, Sublette County, Wyoming, bears South 27°58′14″ East, 754.11 feet;

Thence, North 19°09′30″ West, 1089.0 feet to a stake for corner;

Thence, North 70°50′30″ East, 1185.0 feet to a stake for corner;

Thence, South 19°09′30″ East, 1089.0 feet to a stake for corner;

Thence, South 70°50′30″ West, 1185.0 feet to the point of beginning and containing 29.625 acres of land.

Parcel No. 2

A tract of land out of the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, of the Sixth Principal Meridian, Sublette County, Wyoming, particularly described as follows:

Beginning at a stake set for the Southwest corner of the herein-described tract in the East right-of-way line of a gravel road from which the Northwest corner of Tract No. 43, Section 20, Township 28 North, Range 113 West, Sixth Principal Meridian, Sublette County, Wyoming, bears South 18°36′ East, 5.05 feet, and due East 122.35 feet;

Thence, along the East right-of-way line of said gravel road, North 19°09′30″ West, 700.0 feet to a stake set for the Northwest corner of the herein-described tract;

Thence, North 70°50′30″ East, 1185.0 feet to a stake set forth the Northeast corner;

Thence, South 19°09′30″ East, 700.0 feet to a stake set for the Southeast corner;

Thence South 70°50'30" West, 1185.0 feet to the point of beginning and containing 19.043 acres of land.

Save and Except, however, all the oil, gas, and other minerals in, under and that may be produced from the lands hereinabove last described, which have been expressly reserved.

(3) R/W 551702 Compressor Station No. 27

A tract of land in Tract No. 39, Section 17, Township 28 North, Range 113 West, 6th Principal Meridian, Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Proposed Field Compressor Site, from which the West Quarter (W¼) corner (brass cap) of said Section 17 bears North 32°35' West, 363.4 feet;

Thence, South 36°24' East, 125 feet to a point;

Thence, South 53°36' West, 200 feet to a point;

Thence, North 36°24' West, 125 feet to a point;

Thence, North 53°36' East, 200 feet to the point of beginning.

The herein-described tract containing 0.57 acres of land, more or less.

(4) R/W 591538 Division No. 3 Office and Warehouse and Water Rights

Parcel 1—All of Tract 1 in the Milleg Heights Subdivision, as the same appears on the plat and map thereof of record in the office of the Clerk of Sublette County, Wyoming. Situated in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, containing 0.725 acres of land.

Parcel 2—All of Tract 2 in the Milleg Heights Subdivision, as the same appears on the plat and map thereof of record in the office of the Clerk of Sublette County, Wyoming. Situated in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, containing 0.721 acres of land.

Parcel 3—Metes and bounds description of a tract of land out of the property of George Milleg and Lillian Violet Curtis Milleg situated in

the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a hex head iron pin, set for the Southwest corner of said Tract, from which a 10" x 8" quartzite stone, the West Quarter corner of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, bears South 15°45'30" West, 737.18 feet;

Thence, North 87°57' East, 557.84 feet to a hex head iron pin set for the Southeast corner of said tract;

Thence, North 02°03' West, 356.18 feet to a hex head iron pin for the Northeast corner of said tract, said pin being also on the Southern boundary line of Milleg Heights Subdivision and Milleg Lane;

Thence, North 81°49' West, along the said Southern boundary line, 246.66 feet to a steel "T" bar set for a corner of said Milleg Heights Subdivision and a corner of said tract;

Thence, South 87°57' West, along said Southern boundary line, 315.10 feet to a steel "T" bar set for the Northwest corner of said tract;

Thence, South 02°03' East, 400.00 feet to the point of beginning.

Said tract to contain 5.000 acres of land, more or less.

Together with the right to use that certain water well at all times hereafter, said water well being located North 36°38' East, 1383.70 feet from the West Quarter corner of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, and together with the rights of ingress and egress to the aforesaid properties upon and over Milleg Lane as said lane appears on the duly recorded plat and map of the aforesaid Milleg Heights Subdivision and together with the right and privilege to travel upon, over and across said Milleg Lane at all times hereafter.

(5) R/W 591543 Big Piney Managers Office and Dwelling

All of Tract No. 9 in the Milleg Heights Subdivision, as the same appears on the plat and map thereof of record in the Office of the Clerk of Sublette County, Wyoming, together with all improvements situated

thereon or appurtenant thereto; and together with the right to use that certain water well at all times hereafter, said water well being located North 36°38' East, 1383.7 feet from the West one-quarter corner of Section 36, Township 30 North, Range 112 West, and together with the rights of ingress and egress to the aforesaid property upon and over Milleg Lane as said Lane appears on the duly recorded plat and map of the aforesaid Milleg Heights Subdivision and together with the right and privilege to travel upon, over and across said Milleg Lane at all times hereafter.

Subject to prior reservations of minerals and subject to rights-of-way, easements, and restrictions of record in the office of the County Clerk of Sublette County, Wyoming.

Subject to that certain mortgage executed by the grantors herein to the State Bank of Big Piney, Big Piney, Wyoming, recorded in Book 12 of Mortgages, Page 58, in the principal sum of $25,000.00, the unpaid balance of which the grantee herein agrees to assume and pay.

PART 3 — SWEETWATER COUNTY

DIVISION ONE: MAIN TRANSMISSION PIPE LINES AND BRANCH

Section A — Main Transmission Pipe Lines

(1) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Line", a segment of which is located in Sweetwater County, Wyoming.

27.499 Miles of 22-inch Pipe Line

24.131 Miles of 26-inch Pipe Line

0.434 Miles of 34-inch Pipe Line

Beginning on the County Line (which point is also the State Line between Utah and Wyoming) on the south boundary of Section 20, Township 12 North, Range 107 West, 6th P.M.; thence in a northwesterly direction across Sections 20, 19 and 18, Township 12 North, Range 107 West, 6th P.M., to a point on the west boundary of said Section 18, distant 25.0 feet north of the southwest corner of said Section 18;

Continuing thence in a northwesterly direction across Sections 13, 14, 11, 10, 9 and 4, Township 12 North, Range 108 West, 6th P.M. (crossing the Green River in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 11), to a point on the north boundary of said Section 4, distant 1,650.0 feet west of the northeast corner of said Section 4;

Continuing thence in a northwesterly direction across Sections 33, 28, 21, 16, 17, 8 and 5, Township 13 North, Range 108 West, 6th P.M., to a point on the north boundary of said Section 5, distant 200.0 feet east of the northwest corner of said Section 5;

Continuing thence in a northwesterly direction across Sections 32, 31, 30, 19 and 18, Township 14 North, Range 108 West, 6th P.M., to a point on the west boundary of said Section 18, distant 1,950.0 feet south of the northwest corner of said Section 18;

Continuing thence in a northwesterly direction across Sections 13, 12 and 1, Township 14 North, Range 109 West, 6th P.M., to a point on the north boundary of said Section 1, distant 1,550.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northwesterly direction across Sections 36, 35, 26, 23, 14, 15, 10, 3 and 4, Township 15 North, Range 109 West, 6th P.M., to a point on the north boundary of said Section 4, distant 10.0 feet east of the northwest corner of said Section 4;

Continuing thence in a northwesterly direction across Sections 33, 32, 29, 30 and 19, Township 16 North, Range 109 West, 6th P.M., to a point on the west boundary of said Section 19, distant 1,204.0 feet north of the west quarter corner of said Section 19;

Continuing thence in a northwesterly direction across Sections 24, 13, 14, 11, 10, 3 and 4, Township 16 North, Range 110 West, 6th P.M., to a point on the north boundary of said Section 4, distant 268.0 feet west of the northeast corner of said Section 4;

Continuing thence in a northwesterly direction across Sections 34, 27, 28, 21, 20, 17, 18 and 7, Township 17 North, Range 110 West, 6th P.M., to a point on the west boundary of said Section 7 distant 800.0 feet north of the southwest corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 1 and 2, Township 17 North, Range 111 West, 6th P.M., to a point on the north boundary of said Section 2, distant 461.0 feet west of the north quarter corner of said Section 2;

Continuing thence in a northwesterly direction across Sections 35, 34, 27, 28, 21, 20, 17, 8 and 7, Township 18 North, Range 111 West, 6th P.M. (crossing U.S. Highway 30 South in the North Half (N½) of said Section 21) to a point on the west boundary of said Section 7, distant 125.0 feet south of the northwest corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 1 and 2, Township 18 North, Range 112 West, 6th P.M. (crossing the U.P.R.R. in the Northeast Quarter (NE¼) of said Section 2), to a point on the north boundary of said Section 2, distant 1,150.0 feet east of the northwest corner of said Section 2;

Continuing thence in a northwesterly direction across Section 35 and a portion of Section 34, Township 19 North, Range 112 West, 6th P.M., to a point in the West Half of the Southeast Quarter (W½SE¼) of said Section 34 being the County Line between Sweetwater County and Lincoln County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
28956	Uinta Development Company	6- 9-55	23	15N	109W	205	367-68
28955	Uinta Development Company	6- 9-55	15	15N	109W	205	369-70
28954	Uinta Development Company	6- 9-55	3	15N	109W	205	371-72
28953	Uinta Development Company	6- 9-55	33	16N	109W	205	373-74
28952	Uinta Development Company	6- 9-55	29	16N	109W	205	375-76
28951	Uinta Development Company	6- 9-55	19	16N	109W	205	377-78
28950	Uinta Development Company	6- 9-55	13	16N	110W	205	379-80
28949	Uinta Development Company	6- 9-55	11	16N	110W	205	381-82
28948	Uinta Development Company	6- 9-55	3	16N	110W	205	383-84
28947	Uinta Development Company	6- 9-55	27	17N	110W	205	387-88
28946	Uinta Development Company	6- 9-55	21	17N	110W	205	389-90
28945	Uinta Development Company	6- 9-55	17	17N	110W	205	391-92
28944	Uinta Development Company	6- 9-55	7	17N	110W	205	393-94
28943	Uinta Development Company	6- 9-55	1	17N	111W	205	395-96
28942	Uinta Development Company	6- 9-55	35	18N	111W	205	397-98
28941	Uinta Development Company	6- 9-55	27	18N	111W	205	399-400
28940	Uinta Development Company	6- 9-55	21	18N	111W	205	401-02
28939	Uinta Development Company	6- 9-55	17	18N	111W	205	403-04
28938	Uinta Development Company	6- 9-55	7	18N	111W	205	405-06
28937	Uinta Development Company	6- 9-55	1	18N	112W	205	407-08
28957	John V. Bluemell, et ux	6-17-55	35	19N	112W	205	286-87
27700	State of Wyoming	8-13-56	34	19N	112W	233	439-40

(2) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Emergency By-Pass Line across Flaming Gorge Reservoir", in Sweetwater County, Wyoming.

0.0284 Miles of 26-inch Pipe Line

Beginning at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 15, Township 12 North, Range 108 West, 6th P.M., Sweetwater County, Wyoming; thence in a southeasterly direction across Section 15 and a portion of Section 14, Township 12 North, Range 108 West, 6th P.M., to the end of the line in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 14, in Sweetwater County, Wyoming.

Section B—Main Transmission Line Branch

(1) 22-inch Main Transmission Pipe Line Branch, commonly called "C.I.G. Line", in Sweetwater County, Wyoming.

0.475 Miles of 22-inch Pipe Line

Beginning at a point in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 10, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming; thence, in a northeasterly direction across a portion of said Section 10, to the end of the line at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 10, in Sweetwater County, Wyoming.

DIVISION TWO: MISCELLANEOUS LINE AND MISCELLANEOUS FACILITIES

Section A — Miscellaneous Line

(1) 8-inch Water Pipe Line, commonly called "Line to Compressor Station No. 6", in Sweetwater County, Wyoming.

6.201 Miles of 8-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 10, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming; thence, in a southeasterly direction across Sections 10, 11, 14 and 13, Township 15 North, Range 109 West, 6th P.M., to a point on the east boundary of said Section 13, distant 1,390.0 feet north of the southeast corner of said Section 13; Continuing thence in a southeasterly direction across Section 18, 19, 20, 29 and a portion of Section 28, Township 15 North, Range 108 West, 6th P.M., to the end of the line at a point of connection in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 28, in Sweetwater County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
35765	Uinta Development Co.	4- 1-59	11	15N	109W	255	217
			13	15N	109W		
35767	Union Pacific Railroad	4- 7-59	19	15N	108W	255	116

Section B — Miscellaneous Facilities

(1) Green River Office and Warehouse

That certain Office and Warehouse located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 22, Township 18 North, Range 107 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded deed:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
32815	John M. Anderson, et ux	10- 1-58	22	18N	107W	250	323

(2) Evaporation Pond for Compressor Station No. 6

That certain Evaporation Pond located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 10, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming.

Section C — Gathering Lines

(1) Texaco-Moxa Unit No. 1 Well Line

That certain Pipeline, commonly called "Texaco-Moxa Unit No. 1", located in the Southeast Quarter (SE¼) of Section 22, Township 19 North, Range 112 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43767	State of Wyoming (E-1176)	2-23-68	22	19N	112W	390	213

DIVISION THREE: MAIN LINE COMPRESSOR STATION

(1) Main Line Compressor Station No. 6

That certain Compressor Station located in the East Half of the Northwest Quarter (E½NW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the Northwest Quarter of the Southeast Quarter (NW¼SE¼) and the Northeast Quarter (NE¼), of Section 10, Township 15 North, Range 109 West, 6th P.M., Lincoln County, Wyoming.

Division Four: Regulating and Measuring Station

(1) Mountain Fuel Supply Company Meter Station

That certain Meter Station located in the Northwest Quarter (NW¼) of Section 21, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded deeds:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
32501	Uinta Development Co.	6- 2-59	21	18N	111W	256	581
32502	Uinta Development Co.	8- 3-56	21	18N	111W	231	189

Division Five: Fee Properties

(1) R/W 551259 Mountain Fuel Supply Company Meter

Tract I

A portion of the Northwest Quarter (NW¼) of Section 21, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows: Commencing at the Northwest corner of said Section 21; thence, south 223.5 feet along the west line of said Section 21 to the true point of beginning; thence, east 100 feet to a point; thence, south 100 feet to a point; thence, west 100 feet to a point in the said west line of said Section 21; thence, north 100 feet along the said west line of Section 21 to the true point of beginning.

The herein-described tract of land to contain 0.23 acres of land, more or less.

Tract II

A portion of the Northwest Quarter (NW¼) of Section 21, Township 18 North, Range 111 West of the 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows: Beginning at a point on the west line of said Section 21, Township 18 North, Range 111 West, of the 6th P.M., Sweetwater County, Wyoming, said point being the Northwest corner of the herein-described tract of land, from which the Northwest corner of said Section 21 bears North 323.5 feet; thence,

South along the said West line of Section 21, 150 feet to a point; thence, East 50 feet to a point; thence, North 150 feet to a point; thence, West 50 feet to the point of beginning.

The herein-described tract of land to contain 0.17 acres of land, more or less.

(2) R/W 551406 Green River Office and Warehouse

A tract of land situated in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 22, Township 18 North, Range 107 West, 6th P.M., Sweetwater County, Wyoming, more particularly described as follows: Commencing at the northeast corner of block 8 (1″ iron rod) of the Electric Addition to the town of Green River, Wyoming, as recorded on page 55 of the Plat Records of Sweetwater County, Wyoming, thence, North 37°04′ east 39.80 feet to a 1″ iron rod for the true point of beginning; thence, north 81°24′ East 121.60 feet to a 1″ iron rod for a corner, said corner also being the westerly right of way line of State Highway 530; thence, following the westerly right of way line of State Highway 530 around a curve to the right, whose long chord bears south 4°36′ west 339.94 feet, 342.60 feet to a 1″ iron rod for a corner. Thence, north 52°56′ West 267.50 feet to a 1″ iron rod for a corner, said 1″ iron rod also being the northeast corner of Lot 12, Block 8, of the aforementioned Electric Addition. Thence, north 37°04′ East 199.80 feet to the point of beginning. The herein-described tract of land to contain 1.277 acres of land, more or less.

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SCHEDULE IA

Exhibit N — Wyoming

PART I -- LINCOLN COUNTY

DIVISION SIX: CATHODIC PROTECTION STATIONS, VALVE ASSEMBLIES AND COMMUNICATION STATION

Section A — Cathodic Protection Stations

(1) Cathodic Protection Station No. 535

That certain Cathodic Protection Station located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 34, Township 21 North, Range 116 West, 6th P.M., Lincoln County, Wyoming.

(2) Cathodic Protection Station No. 598

That certain Cathodic Protection Station located in Lot 2 of Section 3, Township 24 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38148	Aaron H. McGinnis, et ux	9-5-62	3	24N	113W	56	152

(3) Cathodic Protection Station No. 608

That certain Cathodic Protection Station located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38267	Western Wyoming Range Co.	10-22-62	29	19N	112W	56	516

(4) Cathodic Protection Station No. 622

That certain Cathodic Protection Station located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 26, Township 26 North, Range 120 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38747	Clive Arden Pope, et ux	6-5-63	26	22N	120W	61	223
39664	Arden Pope, Sylvia H. Pope	3-2-64	26	22N	120W	65	166

(5) Cathodic Protection Station No. 575

That certain Cathodic Protection Station located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 34, Township 20 North, Range 114 West, 6th P.M., Lincoln County, Wyoming.

(6) Cathodic Protection Station No. 636

That certain Cathodic Protection Station located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 11, Township 20 North, Range 116 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39204	Theodore D. Duthie	9-9-63	11	20N	116W	62	455

(7) Cathodic Protection Station No. 637

That certain Cathodic Protection Station located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 16, Township 21 North, Range 117 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39649	State of Wyoming	3-20-64	16	21N	117W	22	438

(8) Cathodic Protection Station No. 726

That certain Cathodic Protection Station located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 36, Township 23 North, Range 114 West, 6th P.M., Lincoln County, Wyoming.

(9) Cathodic Protection Station No. 855

That certain Cathodic Protection Station located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 15, Township 19 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
42781	Western Wyoming Range Co.	4-18-67	15	19N	113W	78	229

(10) Cathodic Protection Station No. 982

That certain Cathodic Protection Station located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 26, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming.

(11) Cathodic Protection Station No. 983

That certain Cathodic Protection Station located in the Northeast Quarter (NE¼) of Section 2, Township 21 North, Range 119 West, 6th P.M., Lincoln County, Wyoming.

(12) Cathodic Protection Station No. 1023

That certain Cathodic Protection Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(13) Cathodic Protection Station No. 1043

That certain Cathodic Protection Station located in the North Half of the Southeast Quarter (N½SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

Section B — Valve Assemblies

(1) Main Line Valve No. 6-2

That certain Main Line Valve located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book Page
32867	Western Wyoming Range Co.	12-8-55	29	19N	112W	15PR 334

(2) Main Line Valve No. 6-3

That certain Main Line Valve located in the Northwest Quarter (NW¼) of Section 25, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book Page
32866	Western Wyoming Range Co.	4-7-56	25	20N	115W	16PR 473

(3) Main Line Valve No. 7-1

That certain Main Line Valve located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 22, Township 22 North, Range 120 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book Page
32865	Arthur E. Robinson, et al	12-3-55	22	22N	120W	15PR 364

(4) Main Line Valve No. 26-0

That certain Main Line Valve located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book Page
35794	Western Wyoming Range Co.	2-13-56	23	20N	115W	16PR 179

Section C — Communication Station

(1) Kemmerer VHF Radio Base Station

That certain Radio Station located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) and the North Half of the Southeast Quarter (N½SE¼) of Section 3, Township 21 North, Range 118 West, 6th P.M., Lincoln County, Wyoming.

DIVISION SEVEN: MISCELLANEOUS FACILITIES

(1) Drip Site No. 26-2

That certain Drip Site located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 28, Township 21 North, Range 114 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35795	Arnold A. Larson, et ux	2-26-58	28	21N	114W	26	406

(2) Big Piney Gasoline Plant T.V. Tower and Pole Line

That certain T.V. Tower and Pole Line located in the North Half of the North Half (N½N½) of Section 28, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 29, Township 21 North, Range 114 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
24449	Arnold A. Larson, et ux	6-14-58	28 29	21N 21N	114W 114W	27	519

(3) Pig Launcher Site on Trunk A

That certain Pig Launcher located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 13, Township 25 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
46274	State of Wyoming, (E-1336)	6-25-70	13	25N	113W	90	661

Division Eight: Well Tie Lines

Section A — Big Piney Gathering System

(1) That certain 4½-inch pipe line, one mile in length, commonly called Gen. Pet. 32-6 located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 6, and Lot 7 of Section 6, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(2) That certain 4½-inch pipe line, 1.70 miles in length, commonly called Gen. Pet. 22X-7 located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 6, and the North Half of the Northwest Quarter (N½NW¼) of Section 17, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35819	Leo Manske, et ux	12- 7-60	7	26N	113W	47	49
			8	26N	113W		
32693	Carl Taylor, et al	9-26-60	7	26N	113W	46	192
			8	26N	113W		
35820	Hugo P. Hakola	12- 8-60	7	26N	113W	47	50
			8	26N	113W		
36169	Ila Hacklin Poro	12- 6-60	7	26N	113W	47	409
			8	26N	113W		

(3) That certain 4½-inch pipe line, 0.020 miles in length, commonly called General Pet. 77-6 located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼), and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(4) That certain 6⅝-inch pipe line, 0.292 miles in length, commonly called Belfer BNG-37 located in Lots 7 and 2, of Section 4, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(5) That certain 4½-inch pipe line, 0.051 miles in length, commonly called Belfer BNG No. 42 located in Lot 2 of Section 4, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(6) That certain 4½-inch pipe line, 0.056 miles in length, commonly called Belfer BNG-34 located in Lot 7 of Section 4, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(7) That certain 4½-inch pipe line, 0.496 miles in length, commonly called Belfer BNG-39 located in Lot 8 and the Southeast Quarter (SE¼) of Section 4, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(8) That certain 4½-inch pipe line, 0.058 miles in length, commonly called Belfer CP No. 1 located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 7, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

(12) That certain 4½-inch pipe line, 0.027 miles in length, commonly called Belfer E La Barge No. 11 located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 5, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33685	M. F. Whelan Livestock	10-19-60	5	26N	112	46PR	250

(13) That certain 4½-inch pipe line, 0.381 miles in length, commonly called Pan American — Green River Bend No. 2 located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) and Lot 37 of Section 13, and the West Half of the Southeast Quarter (W½SE¼) of Section 12, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36659	State of Wyoming	4- 3-61	12 13	26N 26N	113W 113W	48PR	548

(14) That certain 4½-inch pipe line, 0.636 miles in length, commonly called Pan American — Green River Bend No. 4 located in the West Half of the Northeast Quarter (W½NE¼) and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) in Lot 37 of Section 13, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36658	State of Wyoming	4- 3-61	13	26N	113W	48	549

(15) That certain 4½-inch pipe line, 0.272 miles in length, commonly called Belco Green River Bend No. 12 located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 7, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36168	J. B. Kimmel	1-17-61	7	26N	112W	47PR	413
36453	G. E. Yeaman	1-17-61	7	26N	112W	47PR	468

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
34071	William J. McGinnis, et ux	10-21-60	7	26N	112W	46PR	361

(9) That certain 4½-inch pipe line, 1.01 miles in length, commonly called Belfer CP No. 5 located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 7, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 6, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
34074	William J. McGinnis, et ux	10-21-60	7	26N	112W	46PR	333
33682	S. Cyril Housley, et ux	10-20-60	7	26N	112W	46PR	252
34073	J. B. Kimmel, et ux	10-22-60	7	26N	112W	46PR	331
34075	J. E. Marx, et ux	10-21-60	7 6	26N 26N	112W 112W	46PR	335

(10) That certain 4½-inch pipe line, 0.832 miles in length, commonly called Belfer CP No. 2 located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 7, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 18, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
34072	William J. McGinnis, et ux	10-25-60	7 18	26N 26N	112W 112W	46PR	363

(11) That certain 4½-inch pipe line, 0.891 miles in length, commonly called Belco — East La Barge No. 9 located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 7, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 8, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
34067	William J. McGinnis, et ux	10-21-60	7	26N	112W	46PR	357
34069	Clarence Brawley, et ux	11- 2-60	8	26N	112W	46PR	365

(16) That certain 4½-inch pipe line, 0.238 miles in length, commonly called Belco-GRB No. 18 located in Lot 37 of Section 1, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38216	State of Wyoming	8-20-62	1	26N	113W	56	328

(17) That certain 4½-inch pipe line, 0.114 miles in length, commonly called Belco-Green River Bend No. 19 located in Lot 2 of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(18) That certain 4½-inch pipe line, 0.059 miles in length, commonly called Belco-Green River Bend No. 23 located in Lot 1 of Section 3, and in Lot 4 of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(19) That certain 4½-inch pipe line, 0.371 miles in length, commonly called Belco-Green River Bend No. 17 located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(20) That certain 4½-inch pipe line, 0.200 miles in length, commonly called Belco-Green River Bend No. 27 located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) and in Lot 4 of Section 14, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37297	William J. McGinnis, et ux	9-13-61	14	26N	113W	51PR	69

(21) That certain 4½-inch pipe line, 0.689 miles in length, commonly called Belco-Green River Bend No. 25 located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 2, Township 26 North, Range 113 West, Lincoln County, Wyoming.

(22) That certain 4½-inch pipe line, 0.636 miles in length, commonly called Belco-Green River Bend No. 30 located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 14, and the East Half of the Southeast Quarter (E½SE¼) of Section 15, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(23) That certain 4½-inch pipe line, 0.111 miles in length, commonly called Belco Green River Bend No. 42 located in the North Half of the Northwest Quarter (N½NW¼) of Section 13, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38014	State of Wyoming	6-26-62	13	26N	113W	55	334

(24) That certain 4½-inch pipe line, 0.040 miles in length, commonly called Belco Green River Bend No. 41 located in the North Half of the Northwest Quarter (N½NW¼) of Section 1, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39123	State of Wyoming	8-20-63	1	26N	113W	62PR	292

(25) That certain 2⅜-inch pipe line, 0.220 miles in length, commonly called Belco-Green River Bend No. 44 located in the West Half of the Northeast Quarter (W½NE¼) and the East Half of the Northwest Quarter (E½NW¼) of Section 14, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(26) That certain 4½-inch pipe line, 0.574 miles in length, commonly called Belco BNG — 83 located in Lot 9 of Section 4, and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 9, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(27) That certain 4½-inch pipe line, 0.043 miles in length, commonly called Belco GRB — 43 located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(28) That certain 4½-inch pipe line, 0.345 miles in length, commonly called Belco — Green River Bend No. 47 located in Lots 2 and 7 of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(29) That certain 4½-inch pipe line, 0.126 miles in length, commonly called Texaco — La Barge No. 5, located in Lot 6 of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(30) That certain 4½-inch pipe line, 0.061 miles in length, commonly called Belco — GRB No. 24 located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(31) That certain 2⅜-inch pipe line, 0.056 miles in length, commonly called Mobil Oil — Hogsback 51X-5 located in Lot 2 of Section 5, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(32) That certain 4½-inch pipe line, 0.513 miles in length, commonly called Texaco — La Barge No. 6 located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2 and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(33) That certain 4½-inch pipe line, 0.277 miles in length, commonly called Belco — Green River Bend No. 34-6 located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 6, Township 26 North, Range 112 West, Lincoln County, Wyoming.

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
40044	Max L. Krueger, et ux	8-27-64	6	26N	112W	67	424

(34) That certain 4½-inch pipe line, 1.032 miles in length, commonly called Belco — South Hogsback No. 1-8 located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 9, and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 8, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(35) That certain 4½-inch pipe line, 0.514 miles in length, commonly called Belco — South Hogsback No. 2-4 located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 9, and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 4, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(36) That certain 4½-inch pipe line, 0.131 miles in length, commonly called Belco — South Hogsback 3-16 located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 16, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(37) That certain 4½ inch pipe line, 0.367 miles in length, commonly called Belco — South Hogsback 4-9 located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 16, and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 9, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(38) That certain 4½-inch pipe line, 0.410 miles in length, commonly called Mobil Oil Corporation — South Hogsback 75-17 located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 17, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(39) That certain 4½-inch pipe line, 0.046 miles in length, commonly called Belco Pet. Corp. — South Hogsback 22X-17 located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 17, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(40) That certain 4½-inch pipe line, 0.574 miles in length, commonly called Mobil — Hogsback 65-5 located in Lots 2 and 10 of Section 5, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming:

(41) That certain 4½-inch pipe line, 0.766 miles in length, commonly called Mobil Oil Co. — South Hogsback 34-8 located in the Northeast

Quarter of the Northwest Quarter (NE¼NW¼) of Section 17, and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 8, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
42977	Matt Salli Estate	5-10-67	8	26N	113W	79	86

(42) That certain 4½-inch pipe line, 0.440 miles in length, commonly called Mobil Oil Co. — South Hogsback 36-5 located in Lot 10 and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 5, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(43) That certain 4½-inch pipe line, 0.055 miles in length, commonly called Belco — South Hogsback No. 5-16, located in the West Half of the Southwest Quarter (W½SW¼) of Section 16, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(44) That certain 4½-inch pipe line, 1.026 miles in length, commonly called Mobil Oil Corp. — South Hogsback 21-21 located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 16, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 21, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(45) That certain 4½-inch pipe line, 0.471 miles in length, commonly called Mobil Oil — South Hogsback No. 41-20, located in the North Half of the Northwest Quarter (N½NW¼) of Section 21, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 20, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(46) That certain 4½-inch pipe line, 0.319 miles in length, commonly called Mobil — Hogsback No. 84-6, located in the Lots 10 and 11 and in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(47) That certain 4½-inch pipe line, 0.538 miles in length, commonly called Mobil Oil — South Hogsback 62-7, located in the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SW¼SE¼SE¼SE¼) of Section 6 and the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE¼NE¼NW¼NE¼) of Section 7, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

Section B — Ignacio-Sumas Gathering System

(1) That certain 2⅜-inch pipe line, 2.028 miles in length, commonly called Texaco — Moxa Unit No. 1 (Ignacio-Sumas G.S.), beginning on the east line of the Southwest Quarter (SW¼) of Section 22, Township 19 North, Range 112 West, also being the County Line between Sweetwater and Lincoln Counties, Wyoming; thence across the Southwest Quarter (SW¼) of said Section 22, Northwest Quarter (NW¼) of Section 27, North Half and the Southwest Quarter (N½SW¼) of Section 29, to the end of the line at a point of connection with the Ignacio, Colorado and Sumas, Washington Line in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43738	State of Wyoming (1176)	2-23-68	22	19N	112W	82PR	83
43383	J. R. Broadbent	10-29-67	27	19N	112W	81PR	23
43301	Western Wyoming Range Company	10-24-67	29	19N	112W	80PR	505

Division Nine: Access Roads

(1) Access Road to Kemmerer VHF Radio Base Station — Kemmerer, Wyoming

That certain Access Road located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 3, Township 21 North, Range 118 West, 6th P.M., Lincoln County, Wyoming.

(2) Access Road to Point of Intersection of 16" and 30" Loop with Main Line (Valves 26-7 and 26-7C)

That certain Access Road located in Sections 31 and 30, Township 21 North, Range 114 West; Section 36, Township 21 North, Range 115 West, Section 3, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming. And Sections 11, 23 and 25, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37656	Ted Miller	1- 2-62	31	21N	114W	53	42
			36	21N	115W		
			3	20N	115W		
			30	21N	114W		
37655	Western Wyo. Range Co	9-30-59	11	20N	115W	53	43
			23	20N	115W		
			25	20N	115W		

(3) Access Road to C.P.S. No. 608

That certain Access Road located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 32 and the West Half of the Southeast Quarter (W½SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38301	Western Wyoming Range Co.	11- 5-62	29	19N	112W	57	60

(4) Access Road to EPNG Parking Lot

That certain Access Road located in Lots 4 and 7 of Section 5, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35751	M. F. Whelan Livestock Co.	12-15-60	5	26N	112W	47PR	51

(5) Access Road to M.L.V. 6-2

That certain Access Road right of way located in the North Half (N½) of Section 28, North Half (N½) of Section 29 and the Northeast Quarter (NE¼) of Section 30, Township 19 North, Range 112 West, Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
46144	Western Wyoming Range Co.	3-11-70	29	19N	112W	90	394

PART 2 — SUBLETTE COUNTY

Division Five: Miscellaneous Facilities

(1) Drip Site on Big Piney Supply Lateral

That certain Drip Site located in the West Half of the Southwest Quarter (W½SW¼) (Tract 39) and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35812	Mary Kampman, et al	3- 1-58	17	28N	113W	17	240
36208	Kenneth E. Bartlett, et al	12- 1-58	17	28N	113W	30	97
35815	Albert D. Bartlett, et ux	5-10-58	17	28N	113W	17	248
35813	Angelo E. Bartlett, et vir	5-14-58	17	28N	113W	21	252
35814	Louis W. Bartlett, et ux	1-58	17	28N	113W	21	254

(2) Compressor Station No. 23 Drip Site

That certain Drip Site located in Lots 6, 7 and 8 in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

Division Six: Well Tie Lines

(1) That certain 3½-inch pipe line, 0.077 miles in length, commonly called Big Piney Belco C-1, located in the Northwest Quarter of the Northeast (NW¼NE¼) of Section 23, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(2) That certain 3½-inch pipe line, 0.217 miles in length, commonly called Big Piney Belco C-2, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(3) That certain 4½-inch pipe line, 0.426 miles in length, commonly called Big Piney Belco C-11A, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(4) That certain 4½-inch pipe line, 1.132 miles in length, commonly called General Petroleum 23X-30, located in the Southwest Quarter

(SW¼) Lot 11, 12 and 9, Section 30, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) That certain 4½-inch pipe line, 0.271 miles in length, commonly called Big Piney Belfer BNG 7B, located in Tract 41 and 43, lying within Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27320	Roy W. Whitman, et ux	6-30-55	21	28N	113W	15	14
27319	Ruth A. Chamberlain, et vir	6-11-55	20	28N	113W	13	219

(6) That certain 4½-inch pipe line, 0.057 miles in length, commonly called Big Piney Belfer BNG-5, located in Lot 8 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(7) That certain 4½-inch pipe line, 0.029 miles in length, commonly called Big Piney Belfer BNG-1, located in Tract 50 lying within Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(8) That certain 4-½inch pipe line, 0.065 miles in length, commonly called Big Piney Belfer BNG-2, located in Tract 50 lying within Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(9) That certain 4½-inch pipe line, 0.047 miles in length, commonly called Big Piney Belfer BNG-4, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 32 and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(10) That certain 4½-inch pipe line, 0.097 miles in length, commonly called Big Piney Belfer BNG-14, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(11) That certain 4½-inch pipe line, 0.326 miles in length, commonly called Big Piney Belfer BNG-23, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) and Lot 5 of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(12) That certain 4½-inch pipe line, 0.004 miles in length, commonly called Big Piney Gen. Pet. 73-31, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 31, Township 29 North, Range 113 West, 6th P.M., Sublette County Wyoming.

(13) That certain 4½-inch pipe line, 0.060 miles in length, commonly called Big Piney Gen. Pet. 38-1G, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 1, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(14) That certain 4½-inch pipe line, 0.227 miles in length, commonly called Big Piney Gen. Pet. 33-12-G, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 12, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(15) That certain 4½-inch pipe line, 0.886 miles in length, commonly called Big Piney Gen. Pet. 81-7G located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 7, Township 28 North Range 113 West, 6th P.M., Sublette County, Wyoming.

(16) That certain 4½-inch pipe line, 0.908 miles in length, commonly called Big Piney Gen. Pet. 18-20 located in the Northeast Quarter (NE¼) and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219

(17) That certain 6⅝-inch pipe line, 2.143 miles in length, commonly called Big Piney Gen. Pet. 23-31 located in Tract 39, Section 17, Southeast Quarter (SE¼) and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 18, Northeast Quarter (NE¼) of Section 19, Northeast Quarter (NE¼) of Section 24, South Half (S½) and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 13, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27350	Heirs of Lillian Johnson	9-24-56	17	28N	113W	16	226
27356	Edith Smith	10- 9-56	17	28N	113W	16	239
27351	Victor M. Bartlett	10-27-56	17	28N	113W	16	231
27354	Louis W. Bartlett	10- 9-56	17	28N	113W	16	235
27357	Albert S. Johnson	10- 9-56	17	28N	113W	16	241
27353	Angelo Bartlett	10-27-56	17	28N	113W	16	233
27358	Albert D. Bartlett	10- 6-56	17	28N	113W	16	243
27355	Arthur W. Stotts	10- 5-56	17	28N	113W	16	237
27367	Lewis Scheinost	9-27-56	18	28N	113W	16	47
27368	Grayson H. Jones, et al	10-11-57	13	28N	114W	17	114
			24	28N	114W		

(18) That certain 4½-inch pipe line, 2.400 miles in length, commonly called Big Piney Gen. Pet. 44-24 located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 24, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27368	Grayson H. Jones, et al	10-11-57	24	28N	114W	17	114

(19) That certain 4½-inch pipe line, 0.026 miles in length, commonly called Big Piney Lateral N6 Well Line B-5, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 35 Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(20) That certain 4½-inch pipe line, 0.037 miles in length, commonly called Big Piney Belco B-5A, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(21) That certain 6⅝-inch pipe line, 1.113 miles in length, commonly called Big Piney Belco B-1A, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 22, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(22) That certain 4½-inch pipe line, 0.008 miles in length, commonly called Big Piney Belco B-3, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(23) That certain 6⅝-inch pipe line, 0.535 miles in length, commonly called Big Piney Belco B-11, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(24) That certain 4½-inch pipe line, 0.013 miles in length, commonly called Big Piney Belco M-M No. 1, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(25) That certain 4½-inch pipe line, 0.027 miles in length, commonly called that Piney Belco Salathe No. 1, located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(26) That certain 4½-inch pipe line, 0.062 miles in length, commonly called Big Piney Belco B-9, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(27) That certain 4½-inch pipe line, 0.080 miles in length, commonly called Big Piney Belco B-15, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼)of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
None	Flying "W" Land and Livestock Company	8- 8-55	11	29N	113W	136	357

(28) That certain 3½-inch pipe line, 0.014 miles in length, commonly called Big Piney Belco B-6, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(29) That certain 4½-inch pipe line, 0.009 miles in length, commonly called Big Piney Belco B-4, located in the Northeast Quarter of the

Southwest Quarter (NE¼SW¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(30) That certain 4½-inch pipe line, 0.039 miles in length, commonly called Big Piney Belco B-13, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(31) That certain 3½-inch pipe line, 0.140 miles in length, commonly called Big Piney Belco B-22, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(32) That certain 4½-inch pipe line, 1.057 miles in length, commonly called Big Piney Belco B-17, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 26 and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 24, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(33) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Big Piney Belco B-12, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(34) That certain 4½-inch pipe line, 0.029 miles in length, commonly called Big Piney Belco B-30, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(35) That certain 3-inch pipe line, 0.536 miles in length, commonly called Big Piney Belco S-6, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(36) That certain 4½-inch pipe line, 0.447 miles in length, commonly called Big Piney Belco Marshall No. 2, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 34, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(37) That certain 4½-inch pipe line, 0.303 miles in length, commonly called Big Piney Superior Marshall No. 1, located in the Southeast

Quarter of the Southwest Quarter (SE¼SW¼) and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 34, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(38) That certain 4½-inch pipe line, 0.189 miles in length, commonly called Big Piney Belco Budd No. 1, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 11 and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 10, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27317	Robert M. Miller, et ux	9- 8-55	11	29N	113W	15	96
27316	Flying "W" Land and Livestock Company	8- 8-55	10	29N	113W	13	362

(39) That certain 4½-inch pipe line, 0.057 miles in length, commonly called Big Piney Noble No. 2, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27317	Robert M. Miller, et ux	9- 8-55	11	29N	113W	15	96

(40) That certain 4½-inch pipe line, 0.078 miles in length, commonly called Big Piney Gulf Chrisman No. 1, located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 11 and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 10, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27317	Robert M. Miller, et ux	9- 8-55	11	29N	113W	15	96
27370	Enger K. Chrisman	8- 8-55	10	29N	113W	15	355

(41) That certain 4½-inch pipe line, 0.008 miles in length, commonly called Big Piney No. 1, located in the Northeast Quarter of the South-

east Quarter (NE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(42) That certain 4½-inch pipe line, 0.185 miles in length, commonly called Big Piney Belco B-33, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 10, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27315	Flying "W" Land and Livestock Company	8- 8-55	10	29N	113W	13	362

(43) That certain 4½-inch pipe line, 0.129 miles in length, commonly called Big Piney Belco S-7, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2 and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 36, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(44) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Big Piney Belco B-31, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 2, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(45) That certain 3-inch pipe line, 0.666 miles in length, commonly called Big Piney Belco Chimney Butte CB-1, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 9 and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 4, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(46) That certain 4½-inch pipe line, 0.683 miles in length, commonly called Big Piney Belco C-14, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 15 and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 11, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(47) That certain 3-inch pipe line, 0.012 miles in length, commonly called Big Piney Belco C-8, located in the Southwest Quarter of the

Southwest Quarter (SW¼SW¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(48) That certain 3-inch pipe line, 0.042 miles in length, commonly called Big Piney Belco C-18, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(49) That certain 3-inch pipe line, 0.155 miles in length, commonly called Big Piney Belfer BNG-11, located in Tract 44 of Section 23, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27344	Walter C. Yosc, et ux	8-8-55	23	28N	113W	13	374
			22	28N	113W		

(50) That certain 4½-inch pipe line, 0.583 miles in length, commonly called Big Piney C-13, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 23 and the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 24, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(51) That certain 3-inch pipe line, 0.347 miles in length, commonly called Big Piney Belco C-19, located in Lot 2 of Section 23, and in Tract 45 of Section 23, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(52) That certain 8-inch pipe line, 1.95 miles in length, commonly called Big Piney Well Line 87-19, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 21 and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(53) That certain 4½-inch pipe line, 1.425 miles in length, commonly called 16 Big Piney Gen. Pet. 84X-18, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 16 and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 18,

Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27698	State of Wyoming	5-10-57	16	27N	113W	17	189

(54) That certain 4½-inch pipe line, 0.077 miles in length, commonly called 16 Big Piney Belfer BNG 18, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 17, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(55) That certain 4½-inch pipe line, 1.161 miles in length, commonly called 16 Big Piney Well Line SS-30, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 19 and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 30, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(56) That certain 4½-inch pipe line, 0.486 miles in length, commonly called 16 Big Piney Belfer BNG-21, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 20 and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 20, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(57) That certain 4½-inch pipe line, 0.134 miles in length, commonly called Big Piney Gen. Pet. 76X-29, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 29, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(58) That certain 4½-inch pipe line, 1.275 miles in length, commonly called Gen. Pet. 77X-7, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 8 and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 7, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(59) That certain 4½-inch pipe line, 0.010 miles in length, commonly called Big Piney Belfer BNG-19, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 8, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(60) That certain 4½-inch pipe line, 0.386 miles in length, commonly called Belfer BNG-25, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 9, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(61) That certain 4½-inch pipe line, 0.037 miles in length, commonly called Big Piney Belfer BNG-17, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(62) That certain 4½-inch pipe line, 1.230 miles in length, commonly called Big Piney Gen. Pet. 67X-6, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 5, and the Southeast Quarter (SE¼) of Section 6, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(63) That certain 4½-inch pipe line, 0.156 miles in length, commonly called Big Piney Belfer BNG-22, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 5, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(64) That certain 4½-inch pipe line, 0.311 miles in length, commonly called Big Piney Gen. Pet. 33X-5, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 5, and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(65) That certain 6-inch pipe line, 0.701 miles in length, commonly called Big Piney Belfer BNG-27, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 5, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 4, Township 27 North, Range 113 West. 6th P.M., Sublette County, Wyoming.

(66) That certain 4½-inch pipe line, 0.359 miles in length, commonly called Big Piney Kemmerer No. 2-A, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 28, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 33,

Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(67) That certain 4½-inch pipe line, 0.878 miles in length, commonly called Belfer BNG-26, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 21, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 21, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(68) That certain 4½-inch pipe line, 0.112 miles in length, commonly called Texas Gov't. Minton 1-21, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 21, and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 21, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(69) That certain 4½-inch pipe line, 0.417 miles in length, commonly called Gen. Pet. Co. 76-28, located in Lot 5 of Section 28, and the South Half of the Southeast Quarter (S½SE¼) of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(70) That certain 4½-inch pipe line, 0.328 miles in length, commonly called Belco B-48, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 11, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 1, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27551	Robert M. Miller	10-11-58	11	29N	113W	17	446
			12	29N	113W		
37445	Robert L. Miller, et ux	10-24-61	11	29N	113W	32	220
			12	29N	113W		

(71) That certain 4½-inch pipe line, 0.121 miles in length, commonly called Belco B-51, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(72) That certain 4½-inch pipe line, 0.667 miles in length, commonly called Belco CB-11, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 34, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(73) That certain 4½-inch pipe line, 0.697 miles in length, commonly called Mobil 86-12, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 12, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 12, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
36981	The Prudential Insurance Co. of America	5-22-61	12	27N	114W	20	53
27547	Tom Harrower, et ux	9-15-58	12	27N	114W	17	444

(74) That certain 4½-inch pipe line, 0.268 miles in length, commonly called Gen. Pet. 32-28, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 28, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(75) That certain 4½-inch pipe line, 1.124 miles in length, commonly called Gen. Pet. 33-19, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 25, Township 27 North, Range 114 West, 6th P.M., and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(76) That certain 4½-inch pipe line, 0.400 miles in length and 2-inch pipe line, 0.021 miles in length, commonly called Texas Co. — La Barge No. 2-34, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 34, and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
28129	Texas Co., Inc.	7-1-60	34	27N	113W	28	89

(77) That certain 4½-inch pipe line, 0.161 miles in length, commonly called Belco B-47, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 35, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(78) That certain 3-inch pipe line, 0.271 miles in length, commonly called Belco C-54, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 26, and the West Half of the Northeast Quarter (W½NE¼) of Section 26, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(79) That certain 4½-inch pipe line, 0.093 miles in length, commonly called Belco CB-5, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(80) That certain 3-inch pipe line, 0.229 miles in length, commonly called Belco S-11, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 28, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 28, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(81) That certain 4½-inch pipe line, 0.036 miles in length, commonly called General Pet. 24-30, located in the South Half of the Northwest Quarter (S½NW¼) of Section 30, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(82) That certain 4½-inch pipe line, 0.033 miles in length, commonly called Texas La Barge No. 1-27, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(83) That certain 4½-inch pipe line, 0.033 miles in length, commonly called Belco B-43, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 24, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(84) That certain 4½-inch pipe line, 0.827 miles in length, commonly called General Pet. 44-25, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 30, Township 28 North, Range 113 West, 6th P.M., and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 25, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(85) That certain 4½-inch pipe line, 0.219 miles in length, commonly called General Pet. 43-32, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 32, and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(86) That certain 4½-in pipe line, 0.008 miles in length, commonly called Belco E-16, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 31, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(87) That certain 4½-inch pipe line, 0.583 miles in length, commonly called Belco B-2, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 26, and the West Half of the Southwest Quarter (W½SW¼) and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(88) That certain 4½-inch pipe line, 0.024 miles in length, commonly called Belco E-22, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 31, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(89) That certain 4½-inch pipe line, 0.199 miles in length, commonly called General Pet. 25X-32, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 32, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 32, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(90) That certain 4½-inch pipe line, 0.050 miles in length, commonly called Belco C-25, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(91) That certain 4½-inch pipe line, 0.124 miles in length, commonly called General Pet. 76-20, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 20, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 20, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(92) That certain 4½-inch pipe line, 0.690 miles in length, commonly called General Pet. 67-12, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 12, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 12, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(93) That certain 4½-inch pipe line, 0.315 miles in length, commonly called Belco E-9, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 24, Township 29 North, Range 113 West, and the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 18, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27546	Flying "W" Land and Livestock Company	2-10-59	24 13 18	29N 29N 29N	113W 113W 112W	18	115

(94) That certain 4½-inch pipe line, 0.047 miles in length, commonly called Belco B-27A, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 13, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
28096	Flying "W" Land and Livestock Company	6-20-60	13	29N	113W	19	172

(95) That certain 4½-inch pipe line, 1.30 miles in length, commonly called Belco C-31, located in Lot 4 of Section 24, and the North Half of the Northeast Quarter (N½NE¼) of Section 25, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
28091	William J. McGinnis, et ux	6-16-60	24	28N	113W	19	156

(96) That certain 4½-inch pipe line, 0.827 miles in length, commonly called General Petroleum 33-7, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 1, Township 27 North, Range 114 West, and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 7, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27547	Tom S. Harrower, et ux	9-15-58	12	27N	114W	17	444

(97) That certain 4½-inch pipe line, 0.040 miles in length, commonly called General Pet. 77-11, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 11, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(98) That certain 4½-inch pipe line, 0.163 miles in length, commonly called General Pet. 57-13, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 13, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(99) That certain 4½-inch pipe line, 0.543 miles in length, commonly called Belfer-E La Barge B-7, located in the West Half of the Southeast Quarter (W½SE¼) of Section 29, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 29, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
30522	M. F. Whelan Livestock Company	8- 5-60	29	27N	112W	28	570

(100) That certain 4½-inch pipe line, 0.019 miles in length, commonly called Belco B-57, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(101) That certain 4½-inch pipe line, 0.086 miles in length, commonly called Gulf #5, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 36, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(102) That certain 4½-inch pipe line, 2.589 miles in length, commonly called Belco CB-14, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 1, Township 27 North, Range 113 West, and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 36, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36656	State of Wyoming	4- 3-61	36	28N	113W	19	582

(103) That certain 4½-inch pipe line, 1.315 miles in length, commonly called General Petroleum 77-31, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 33, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼), of Section 31, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37588	John Slovernick, et al	12-15-61	32	27N	113W	32	422

(104) That certain 4½-inch pipe line, 0.209 miles in length, commonly called Belco B-60, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 26, and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(105) That certain 4½-inch pipe line, 0.322 miles in length, commonly called Belco B-62 on Trunk N, located in the Northwest Quarter of the

Northwest Quarter (NW¼NW¼) of Section 23, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(106) That certain 4½-inch pipe line, 0.470 miles in length, commonly called Belco BNG-30, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 29, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 28, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33712	Ted Jory, et ux	10-20-60	29	27N	113W	29	441
			28	27N	113W		
33659	Joseph A Minton, et ux	10-19-60	28	27N	113W	29	414

(107) That certain 4½-inch pipe line 0.360 miles in length, commonly called Belco Connelly 1C-32, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 29, and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 32, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(108) That certain 4½-inch pipe line, 0.094 miles in length, commonly called Belfer B-1C-33 located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 33, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33667	Joseph A. Minton, et ux	10-19-60	33	27N	113W	29	417

(109) That certain 3½-inch pipe line, 0.191 miles in length, commonly called Belco A-1C-33 located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 33, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(110) That certain 4½-inch pipe line, 0.250 miles in length, commonly called Belfer E. La Barge No. 8, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 32, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33683	Whelan Livestock Company	10-19-60	32	27N	112W	29	427

(111) That certain 4½-inch pipe line, 0.246 miles in length, commonly called Belco Green River Bend No. 8 located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 36, and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 36, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36752	State of Wyoming	5- 3-61	36	27N	113W	19	639

(112) That certain 4½-inch pipe line, 0.366 miles in length, commonly called Pan American—Green River Bend No. 3, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 31, and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 31, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(113) That certain 4½-inch pipe line, 0.037 miles in length, commonly called Belco — Green River Bend No. 6, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 30, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 30, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(114) That certain 4½-inch pipe line, 0.627 miles in length, commonly called Pan American — Green River Bend No. 1, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 19, and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 19, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(115) That certain 4½-inch pipe line, 0.568 miles in length, commonly called Pan American — Green River Bend No. 7, located in the South-

east Quarter of the Southeast Quarter (SE¼SE¼) of Section 1, and Lot 3 of Section 6, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(116) That certain 4½-inch pipe line, 0.257 miles in length, commonly called Belfer — BNG 31, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 21, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 21, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
33726	Beneficial Oil Company	10-31-60	21	27N	112W	29	451

(117) That certain 4½-inch pipe line, 0.329 miles in length, commonly called Carter Fig. 4 Canyon Unit No. 1, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 15, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 15, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(118) That certain 2⅜-inch pipe line, 0.645 miles in length, commonly called Carter Fig. 4 Unit No. 2, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 15, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 10, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(119) That certain 4½-inch pipe line, 0.771 miles in length, commonly called Belco — McDonald Draw No. 1, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 25, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 19, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(120) That certain 4½-inch pipe line, 0.475 miles in length, commonly called Belco B-45, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 11, and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming:

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27551	Robert M. Miller	10-11-58	11	29N	113W	17	446

(121) That certain 3½-inch pipe line, 0.451 miles in length, commonly called Belco B-63, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 26, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(122) That certain 4½-inch pipe line, 0.037 miles in length, commonly called Belco B-62 from B-11, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(123) That certain 4½-inch pipe line, 0.356 miles in length, commonly called Belco B-48, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 12, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 1, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27548	Arthur C. Horner	11-13-57	12	29N	113W	17	76
27551	Robert M. Miller	10-11-58	12	29N	113W	17	446

(124) That certain 4½-inch pipe line, 0.051 miles in length, commonly called Belfer BNG-50, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 16, and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 16, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36978	State of Wyoming	4-3-61	16	27N	113W	20	55

(125) That certain 4½-inch pipe line, 0.069 miles in length, commonly called Belco BNG-49, located in the Southeast Quarter of the Southwest

Quarter (SE¼SW¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(126) That certain 4½-inch pipe line, 0.458 miles in length, commonly called Belco BNG-51, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 4, and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 4, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(127) That certain 4½-inch pipe line, 0.228 miles in length, commonly called Belco S-12, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 28, and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 27, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(128) That certain 4½-inch pipe line, 0.236 miles in length, commonly called Belco BNG-47, located in Lot 1 of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(129) That certain 4½-inch pipe line, 0.184 miles in length, commonly called Green River Bend No. 15, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 7, and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 7, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(130) That certain 4½-inch pipe line, 0.601 miles in length, commonly called Green River Bend No. 10, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 8, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36772	Fred Schaffer, et ux	5-13-61	9	27N	112W	31	14

(131) That certain 4½-inch pipe line, 0.310 miles in length, commonly called Belco Green River Bend No. 13, located in the East Half of the Southeast Quarter (E½SE¼) of Section 17, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
36771	Joseph H. Bird	5-13-61	17	27N	112W	31	16

(132) That certain 4½-inch pipe line, 0.182 miles in length, commonly called Gulf No. 3, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 36, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 36, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming:

(133) That certain 4½-inch pipe line, 0.341 miles in length, commonly called Belco C-24, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 36, Township 29 North, Range 113 West, and the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 2, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(134) That certain 4½-inch pipe line, 0.029 miles in length, commonly called Green River Bend No. 14, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 20, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 20, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(135) That certain 4½-inch pipe line, 0.358 miles in length, commonly called Belco — Green River Bend No. 19, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 35, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(136) That certain 4½-inch pipe line, 0.445 miles in length, commonly called Belco — Green River Bend No. 22, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(137) That certain 4½-inch pipe line, 0.100 miles in length, commonly called BNG No. 2 Tank Battery, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 32, and the Southeast

Quarter of the Northeast Quarter (SE¼NE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(138) That certain 4½-inch pipe line, 0.356 miles in length, commonly called Belco—Green River Bend No. 21, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 34, and the Southeast Quarter of the Northeast Quarter (SE¼¼NE) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(139) That certain 4½-inch pipe line, 0.587 miles in length, commonly called Belco C-51, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 15, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 22, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(140) That certain 4½-inch pipe line, 0.097 miles in length, commonly called Belco C-50, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 22, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(141) That certain 4½-inch pipe line, 0.028 miles in length, commonly called Belco BNG-70, located in Tract 50-A of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(142) That certain 4½-inch pipe line, 0.385 miles in length, commonly called Belco BNG-66, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 32, and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(143) That certain 4½-inch pipe line, 0.022 miles in length, commonly called General Petroleum 13-31, located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 31, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(144) That certain 4½-inch pipe line, 0.047 miles in length, commonly called General Petroleum 86-25, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 25, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(145) That certain 4½-inch pipe line, 0.783 miles in length, commonly called Belco Green River Bend No. 28, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 19, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 18, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(146) That certain 4½-inch pipe line, 0.038 miles in length, commonly called Belco B-69, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(147) That certain 4½-inch pipe line, 0.057 miles in length, commonly called Belco—Long Island No. 3, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼)of Section 24, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(148) That certain 4½-inch pipe line, 0.030 miles in length, commonly called Belco—Long Island No. 4, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 23, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(149) That certain 4½-inch pipe line, 0.035 miles in length, commonly called Belco BNG-79, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(150) That certain 4½-inch pipe line, 0.295 miles in length, commonly called Belco BNG-82 located in Tract 50-B of Section 28, and Tract 50-C of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(151) That certain 4½-inch pipe line, 0.037 miles in length, commonly called Belco B-68, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(152) That certain 4½-inch pipe line, 0.027 miles in length, commonly called Belco Star Corral No. 1, located in the West Half of the Northwest Quarter (W½NW¼) of Section 16, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(153) That certain 4½-inch pipe line, 0.864 miles in length, commonly called Belco—East LaBarge No. 17, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 28, and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 33, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(154) That certain 4½-inch pipe line, 0.500 miles in length commonly called Belco—East La Barge No. 15, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 28, and in Lot 1 of Section 29, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37572	Athol L. Stotts	12-22-61	28	27N	112W	32	417
			29	27N	112W		
37571	Athol L. Stotts	12-22-61	28	27N	112W	32	415

(155) That certain 4½-inch pipe line, 0.229 miles in length, commonly called Mobil 77-24, located in Lot 4 of Section 19, Township 27 North, Range 113 West, and the East Half of the Southeast Quarter (E½SE¼) of Section 24, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(156) That certain 4½-inch pipe line, 0.049 miles in length, commonly called Belco BNG-81, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 8, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(157) That certain 4½-inch pipe line, 1.273 miles in length, commonly called Belco Chimney Butte No. 6, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 19, and the Southeast Quarter (SE¼) of Section 30, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(158) That certain 4½-inch pipe line, 0.561 miles in length, commonly called Belco—Green River Bend No. 29, located in Lot 3 of Section 30, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of

Section 30, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(159) That certain 4½-inch pipe line, 0.713 miles in length, commonly called Belco—Green River Bend No. 41, located in the West Half of the Northwest Quarter (W½NW¼) of Section 36, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book Page
39123	State of Wyoming	8-20-63	36	27N	113W	62PR 292

(160) That certain 4½-inch pipe line, 0.071 miles in length, commonly called Mobil 76-1, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 1, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(161) That certain 4½-inch pipe line, 0.071 miles in length, commonly called Mobil 22-19, located in Lot 8 of Section 19, and Lot 7 of Section 19, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(162) That certain 4½-inch pipe line, 0.519 miles in length, commonly called Texas—La Barge No. 3, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(163) That certain 4½-inch pipe line, 0.238 miles in length, commonly called Belco—Green River Bend No. 33, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 7, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 6, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(164) That certain 4½-inch pipe line, 0.550 miles in length commonly called Belco Well C-48, located in the North Half of Tract 44 (N½ Tract 44) of Section 23, and in Lot 1 of Section 26, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

[redacted] [redacted] [redacted]

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37951	Frank A. Yose, et al	6-6-62	23	28N	113W	33	559

(165) That certain 4½-inch pipe line, 0.297 miles in length, commonly called Mobil 52-1 G, located in Lot 3 and 2 of Section 1, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(166) That certain 4½-inch pipe line, 0.712 miles in length, commonly called Belco—Green River Bend No. 35, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 7, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 7, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(167) That certain 4½-inch pipe line, 0.583 miles in length, commonly called Belco--Green River Bend No. 36, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 18, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 18, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(168) That certain 4½-inch pipe line, 0.663 miles in length, commonly called Mobil 36-6, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 7, and Lot 16 of Section 6, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(169) That certain 4½-inch pipe line, 0.347 miles in length, commonly called Belco G.R.B. No. 37, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 20, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 20, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(170) That certain 4½-inch pipe line, 0.027 miles in length, commonly called Belco—Goat Hill No. 3, located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 32, Township 31 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(171) That certain 4½-inch pipe line, 0.113 miles in length, commonly called Belco—Goat Hill No. 5, located in the Southwest Quarter of

Southwest Quarter (SW¼SW¼) of Section 32, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 32, Township 31 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(172) That certain 4½-inch pipe line, 0.040 miles in length, commonly called Belco C-57, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 25, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(173) That certain 4½-inch pipe line, 0.063 miles in length, commonly called Belco C-56, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 25, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(174) That certain 4½-inch pipe line, 0.563 miles in length, commonly called Belco—G.R.B. No. 38, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 36, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 36, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38742	State of Wyoming	5-22-63	36	27N	113W	36	217

(175) That certain 4½-inch pipe line, 0.075 miles in length, commonly called Mobil—Tip Top Unit No. 12-7, located in Lot 7 and 6 of Section 7, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(176) That certain 4½-inch pipe line, 0.047 miles in length, commonly called Mobil 76-36, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 36, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38598	State of Wyoming	3-13-63	36	27N	114W	35	623

(177) That certain 4½-inch pipe line, 0.359 miles in length, commonly called Mobil—Tip Top No. 83-2 located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 1, and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 2, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(178) That certain 4½-inch pipe line, 0.160 miles in length, commonly called Chimney Butte 17, located in Lot 7 of Section 35, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(179) That certain 4½-inch pipe line, 0.234 miles in length, commonly called Belco C-60, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼), and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 36, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38596	State of Wyoming	3-13-63	36	28N	113W	35	620

(180) That certain 4½-inch pipe line, 0.112 miles in length, commonly called Belco C-59, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼), and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 36, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38595	State of Wyoming	3-13-63	36	28N	113W	35	614

(181) That certain 4½-inch pipe line, 0.281 miles in length, commonly called Mobil 87-13, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼), and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 13, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(182) That certain 4½-inch pipe line, 0.480 miles in length, commonly called Texaco—Gov't. Minton No. B-1, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) and the Southwest Quarter of

the Southeast Quarter (SW¼SE¼) of Section 21, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(183) That certain 4½-inch pipe line, 0.469 miles in length, commonly called Mobil Tip Top No. 47-31, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼), and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 31, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(184) That certain 4½-inch pipe line, 0.320 miles in length, commonly called Mobil No. 88X-20, located in Lot 3 of Section 20, and Lot 6 of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39198	Ruth A. Chamberlain	8-30-63	20	28N	113W	36	575

(185) That certain 4½-inch pipe line, 0.120 miles in length, commonly called Mobil No. 44-29, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(186) That certain 4½-inch pipe line, 0.182 miles in length, commonly called Mobil No. 88X-23, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 25, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 33, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(187) That certain 4½-inch pipe line, 0.209 miles in length, commonly called Belco C-61, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 36, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39651	State of Wyoming	3-20-64	36	28N	113W	32	577

(188) That certain 4½-inch pipe line, 0.832 miles in length, commonly called Mobil Oil Co. Tip Top 37-30, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 31, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 30, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(189) That certain 2⅜-inch pipe line, 0.061 miles in length, commonly called Mobil Oil (Hogs Back) 77-7-1, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼), and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 7, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(190) That certain 4½-inch pipe line, 0.587 miles in length, commonly called Mobil Oil (Hogs Back) 77X-7, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 8, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 7, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(191) That certain 4½-inch pipe line, 0.531 miles in length, commonly called Mobil No. 71-11, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 12, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 11, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(192) That certain 4½-inch pipe line, 0.336 miles in length, commonly called Mobil Tip Top No. 31-18, located in Lot 16 of Section 7, and in Lot 6 of Section 18, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(193) That certain 4½-inch pipe line, 0.046 miles in length, commonly called Belco C-65, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(194) That certain 4½-inch pipe line, 0.541 miles in length, commonly called Belco C-64, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼), and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(195) That certain 4½-inch pipe line, 0.688 miles in length, commonly called Belco BNG-89, located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 4, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(196) That certain 4½-inch pipe line, 0.503 miles in length, commonly called Belco C-63, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 33, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 34, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(197) That certain 4½-inch pipe line, 0.589 miles in length, commonly called Belco McDonald Draw 23, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼), and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 29, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(198) That certain 4½-inch pipe line, 0.126 miles in length, commonly called Belco McDonald Draw No. 17, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼), and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 29, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(199) That certain 4½-inch pipe line, 0.181 miles in length, commonly called Belco McDonald Draw Tank Battery No. 1 located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 29, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(200) That certain 4½-inch pipe line, 0.500 miles in length, commonly called Belco McDonald Draw No. 29-31, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 30, and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 31, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(201) That certain 4½-inch pipe line, 0.417 miles in length, commonly called Belco B-65, located in the Southwest Quarter of the Northwest

Quarter (SW¼NW¼), and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(202) That certain 4½-inch pipe line, 0.161 miles in length, commonly called Belco G.R.B. 39A-31, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 31, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(203) That certain 4½-inch pipe line, 0.560 miles in length, commonly called Belco C-66-28, located in Tract 50C, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(204) That certain 4½-inch pipe line, 0.459 miles in length, commonly called Mobil 78-21, located in Lot 5 of Section 28, and Lot 8 of Section 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39841	Alice McGinnis, et vir	5-25-64	28	28N	113W	38	85

(205) That certain 4½-inch pipe line, 0.713 miles in length, commonly called Mobil Tip Top No. 73-30, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 30, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(206) That certain 4½-inch pipe line, 0.137 miles in length, commonly called Belco C-68-34, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 34, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(207) That certain 4½-inch pipe line, 0.410 miles in length, commonly called Belco — Green River Bend No. 4 Tank Batt., located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 34, and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Sec-

tion 35, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(208) That certain 4½-inch pipe line, 0.205 miles in length, commonly called Belco — East La Barge No. R-9-29 located in Lot 8, and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 29, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39958	Athol L. Stotts	7-14-64	29	27N	112W	38	260

(209) That certain 4½-inch pipe line, 0.783 miles in length, commonly called Mobil Tip Top No. 61-6 located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼), and Lot 9 of Section 6, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(210) That certain 4½-inch pipe line, 0.451 miles in length, commonly called Belco La Barge No. 19-9, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(211) That certain 4½-inch pipe line, 0.385 miles in length, commonly called Belco La Barge No. 20-8, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 8, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(212) That certain 4½-inch pipe line, 0.675 miles in length, commonly called Mobil Tip Top No. 57-19, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 20, and Lot 17 of Section 19, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(213) That certain 4½-inch pipe line, 0.322 miles in length, commonly called Belco C-41, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) and the Southwest Quarter of the Northwest

Quarter (SW¼NW¼) of Section 3, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(214) That certain 4½-inch pipe line, 0.440 miles in length, commonly called Belco — Green River Bend No. 34-6, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 31, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(215) That certain 4½-inch pipe line, 0.196 miles in length, commonly called Belco North La Barge No. 21-4, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 4, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(216) That certain 2⅜-inch pipe line, 0.498 miles in length, commonly called Belco B-80-3, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) and Lot 1 of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
40214	Dan H. Budd, et ux	11-18-64	3	29N	113W	39	19

(217) That certain 4½-inch pipe line, 0.617 miles in length, commonly called Belco — McDonald Draw Tank Batt. No. 2, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 33, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 34, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(218) That certain 4½-inch pipe line, 0.974 miles in length, commonly called Belco — Dry Piney 1-27, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 26, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 27, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(219) That certain 4½-inch pipe line, 0.55 miles in length, commonly called Belco McDonald Draw No. 71-6, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 33, Township 29 North, Range 112 West, and in Lot 6 of Section 6, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(220) That certain 4½-inch pipe line, 0.185 miles in length, commonly called Belco — Green River Bend No. 49-19, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼), and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(221) That certain 4½-inch pipe line, 0.321 miles in length, commonly called Belco S-14-21, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 22, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(222) That certain 4½-inch pipe line, 0.438 miles in length, commonly called Belco — BNG No. 38-9, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 8, and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(223) That certain 4½-inch pipe line, 0.261 miles in length, commonly called Gulf Oil Co. — Tresner State No. 1, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼), and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(224) That certain 4½-inch pipe line, 0.120 miles in length, commonly called Mobil Oil Co. — Tip Top No. 55-20 located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼), and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(225) That certain 4½-inch pipe line, 0.337 miles in length, commonly called Belco North La Barge Number 22-17, located in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 17, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 1, Township 27 North, Range 113 West, Sublette County, Wyoming.

(226) That certain 4½-inch pipe line, 0.667 miles in length, commonly called Mobil Oil Co. — Tip Top 44-21 located in Lot 1 of Section 28, and

Lot 5 of Section 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
42179	Alice McGinnis Schaffer	9-22-66	21	28N	113W	23	619

(227) That certain 4½-inch pipe line, 0.406 miles in length, commonly called Mobil Oil Corp. — Hogsback 47-19G located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼), and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(228) That certain 4½-inch pipe line, 0.095 miles in length, commonly called Belco Petroleum Corp. — Star Corral 6-21, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼), and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(229) That certain 4½-inch pipe line, 0.226 miles in length, commonly called Belco Petroleum Corp. — Star Corral 8-16, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼), and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 16, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(230) That certain 4½-inch pipe line, 2.661 miles in length, commonly called Belco Petroleum Corp. — Star Corral Tank Btry. No. 1, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 36, Township 30 North, Range 113 West, 6th P.M., and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 19, Township 39 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
43375	State of Wyoming	11- 6-67	36	30N	113W	24	463
42443	Elba W. McNinch, et ux	1-20-67	19	30N	112W	41	199
42530	Elba W. McNinch, et ux	2-22-67	30	30N	112W	24	107

(231) That certain 4½-inch pipe line, 1.529 miles in length, commonly called Belco Petroleum Corporation — Sunset International 87-18, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 19, and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 18, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43249	McGinnis Heirs	10-20-67	19	28N	112W	24	399
43317	William J. McGinnis	10-20-67	19	28N	112W	24	424
43318	Olive H. Irwin	10-27-67	19	28N	112W	24	426
43250	William J. McGinnis, Jr., et ux	10- 1-67	19 18	28N 28N	112W 112W	24	402

(232) That certain 4½-inch pipe line, 0.097 miles in length, commonly called Belco Petroleum Corporation — East La Barge 19-28, located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼), and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 28, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43228	Yose Cattle Company	10- 1-67	28	27N	112W	24	389

(233) That certain 4½-inch pipe line, 0.538 miles in length, commonly called Mobil Oil Corporation — Tip Top No. 14X-31, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 6, Township 27 North, Range 113 West, 6th P.M., and in Lot 13 of Section 31. Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43217	Tom Harrower, et ux	9-20-67	6	27N	113W	24	385
43252	Clarence M. Brawley, et ux	9-30-67	31	28N	113W	24	409

(234) That certain 4½-inch pipe line, 0.548 miles in length, commonly called Belco Petroleum Corporation — East La Barge No. 20-21, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 28, and in Lot 9 of Section 21, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43218	Yose Cattle Company	9-28-67	28	27N	112W	24	387
			21	27N	112W		

(235) That certain 4½-inch pipe line, 0.197 miles in length, commonly called Belco Petroleum — CB-18-34, located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼), and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 34, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(236) That certain 4½-inch pipe line, 0.140 miles in length, commonly called Tenneco — Bird State No. 1, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 16, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
44439	State of Wyoming	10-3-68	16	27N	112W	25	275

(237) That certain 4½-inch pipe line, 0.381 miles in length, commonly called Belco — BNG 92-28, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼), and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 28, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
43532	Joseph A. Minton, et ux	12-15-67	28	27N	113W	24	501

(238) That certain 4½-inch pipe line, 0.451 miles in length, commonly called Tenneco — Bird No. 2, located in Lot 7, and the Southeast Quarter

of the Northeast Quarter (SE¼NE¼) of Section 16, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(239) That certain 4½-inch pipe line, 0.205 miles in length, commonly called Belco Petroleum Co. — North La Barge Unit 23-16, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 21, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 16, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
44145	State of Wyoming	7-3-68	16	27N	113W	25	205

(240) That certain 4½-inch pipe line, 0.088 miles in length, commonly called Belco Petroleum Corp. — Green River Bend No. 50-30, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼), and in Lot 3 of Section 30, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(241) That certain 4½-inch pipe line, 0.394 miles in length, commonly called Mobil Oil Corp. — Tip Top 86-1, located in Lot 17 of Section 6, Township 28 North, Range 113 West, 6th P.M., and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 1, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(242) That certain 4½-inch pipe line, 0.398 miles in length, commonly called Mobil Oil Corp. — Hogsback No. 36-31, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 36, Township 27 North, Range 114 West, 6th P.M., and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 31, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
45585	State of Wyoming	9-4-69	36	27N	114W	26	195

(243) That certain 4½-inch pipe line, 0.729 miles in length, commonly called Mobil Oil Corp. — Tip Top No. 13-18, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 12, and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 18, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(244) That certain 4½-inch pipe line, 0.303 miles in length, commonly called Mobil Oil Corp. — Tip Top No. 37-29, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 32, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(245) That certain 4½-inch pipe line, 0.548 miles in length, commonly called Mobil Oil Corp. — Tip Top 84-30, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 29, and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 30, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(246) That certain 4½-inch pipe line, 0.343 miles in length, commonly called Mobil Oil Corp. — Hogsback No. 74-31, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼), and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 31, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(247) That certain 4½-inch pipe line, 0.252 miles in length, commonly called Mobil Oil Corp. — Tip Top 37-30, located in Lots 11, 12, and 14 of Section 30, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(248) That certain pipe line right of way, commonly called Belco No. B-36, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 36, Township 29 North, Range 113 West 6th P.M., Sublette County, Wyoming:

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
40762	State of Wyoming	4- 9-65	36	29N	113W	23	70

(249) That certain 4½-inch pipe line, 0.015 miles in length, commonly called General Petroleum — Dry Piney No. 6, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 36, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(250) That certain 4½-inch pipe line, 0.371 miles in length, commonly called Belfer BNG 5-B, located in the Southeast Quarter (SE¼) of Section 8, and the Southwest Quarter (SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(251) That certain 4½-inch pipe line, 0.024 miles in length, commonly called Belfer BNG 16, located in the Northeast Quarter of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(252) That certain 4½-inch pipe line, 0.161 miles in length, commonly called General Petroleum 6SX-32, located in the Southeast Quarter (SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(253) That certain 4½-inch pipe line, 0.144 miles in length, commonly called Belfer BNG 15, located in the Southeast Quarter (SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(254) That certain 4½-inch pipe line, 0.417 miles in length, commonly called Belfer BNG 36, located in Section 16, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(255) That certain Facility, commonly called Mountain Fuel Supply — Birch Creek, located in the Southeast Quarter (SE¼) of Section 21, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(256) That certain Facility, called PNW Western O & R Tap, located in the Southwest Quarter (SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(257) That certain 4½-inch pipe line, 0.598 miles in length, commonly called General Petroleum 22-20, located in the North Half (N½) of Section 20, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(258) That certain 4½-inch pipe line, 1.167 miles in length, commonly called General Petroleum 43-31 and 86-31, located in Lot 4 of Section 5, Township 27 North, Range 113 West, 6th P.M., and in Lot 4 of Section 32, and Lot 16, and Tract 52 of Section 31, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(259) That certain 4½-inch pipe line, 0.218 miles in length, commonly called General Petroleum 23-6, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 6, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(260) That certain 4½-inch pipe line, 0.223 miles in length, commonly called General Petroleum 71-12, located in the Southeast Quarter of Section 1 and the Northeast Quarter of Section 12, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(261) That certain 4½-inch pipe line, 1.242 miles in length, commonly called General Petroleum 11-18, located in the South Half of the Southwest Quarter (S½SW¼), and the Northeast Quarter of the Southwest Quarter (NE¼SW¼), and the North Half of the Southwest Quarter (N½SW¼), and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 13, Township 27 North, Range 114 West, 6 P.M., and in Lots 1 and 2 of Section 18, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(262) That certain 4½-inch pipe line, 0.057 miles in length, commonly called General Petroleum 22-24, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 24, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(263) That certain 4½-inch pipe line, 0.568 miles in length, commonly called Belco CB-13, located in Tract 46 and Lots 6 and 7 of Section 24, and the Northeast Quarter (NE¼) of Section 25, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(264) That certain 4½-inch pipe line, 0.013 miles in length, commonly called Belco CB-3, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 34, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(265) That certain 4½-inch pipe line, 0.313 miles in length, commonly called Belco CB-2, located in the Northwest Quarter (NW¼) of Section 35, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(266) That certain 4½-inch pipe line, 0.083 miles in length, commonly called Belfer BNG-28, located in the Southeast Quarter (SE¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(267) That certain 4½-inch pipe line, 0.023 miles in length, commonly called Belfer Gulf BH-1, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 1, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(268) That certain 4½-inch pipe line, 0.359 miles in length, commonly called General Petroleum 87-29, located in the North Half of the Northeast Quarter (N½NE¼) of Section 32, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(269) That certain 4½-inch pipe line, 0.018 miles in length, commonly called PNW — Belco S-2, located in the Southeast Quarter (SE¼) of Section 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(270) That certain 4½-inch pipe line, 0.396 miles in length, commonly called Belco S-4, located in the Northwest Quarter of the Northeast

Quarter (NW¼NE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., and in the South Half of the Southeast Quarter (S½SE¼) of Section 34, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(271) That certain 4½-inch pipe line, 0.340 miles in length, commonly called Gulf 6, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) and the West Half of the Southeast Quarter (W½SE¼) of Section 36, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(272) That certain 4½-inch pipe line, 0.093 miles in length, commonly called Belco B-46, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 24, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(273) That certain 4½-inch pipe line, 0.046 miles in length, commonly called PNW — Belco B-29, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 12, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(274) That certain 4½-inch pipe line, 0.409 miles in length, commonly called PNW — Belco B-25, located in the Northwest Quarter (NW¼) of Section 14 and the Southwest Quarter (SW¼) of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(275) That certain 4½-inch pipe line, 0.024 miles in length, commonly called Gulf Federal GC-1, located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(276) That certain 4½-inch pipe line, 0.382 miles in length, commonly called PNW Belco B-39, located in the North Half of the Northeast Quarter (N½NE¼) of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(277) That certain 4½-inch pipe line, 0.002 miles in length, commonly called Belfer BNG — 6, located in the Southwest Quarter of the South-

west Quarter (SW¼SW¼) of Section 33, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(278) That certain Facility, commonly called Mobil 65-18 Tap, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 18, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(279) That certain 4½-inch pipe line, 0.223 miles in length, commonly called PNW — Belco B-32, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 14, and in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 15, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(280) That certain 4½-inch pipe line, 0.305 miles in length, commonly called Belco C-23, located in Lot 7 of Section 3, Township 28 North, Range 113 West, 6th P.M., and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 36, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(281) That certain 4½-inch pipe line, 0.312 miles in length, commonly called Belco B-44, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 36, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(282) That certain 4½-inch pipe line, 0.543 miles in length, commonly called Belco CB-7, located in the Northeast Quarter (NE¼) of Section 27, and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(283) That certain 4½-inch pipe line, 0.199 miles in length, commonly called Belco BNG 29, located in Lot 6 (SE¼SE¼), and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(284) That certain 4½-inch pipe line, 0.200 miles in length, commonly called Belco GRB 52-35, located in the Southeast Quarter of the South-

east Quarter, (SE¼SE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(285) That certain 4½-inch pipe line, 2.400 miles in length, commonly called Mobil — Hogsback 73-19, located in the South Half of the Northeast Quarter (S½NE¼), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼), and the North Half of the Southwest Quarter (N½SW¼) of Section 21, and the South Half (S½) of Section 20, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼), and the South Half of the Northeast Quarter (S½NE¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(286) That certain 4½-inch pipe line, 0.415 miles in length, commonly called Mobil — Hogsback 27-17, located in the West Half of the Southwest Quarter (W½SW¼), and the Southwest Quarter of the Northwest Quarter (SW¼NW¼), of Section 17, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(287) That certain 4½-inch pipe line, 0.694 miles in length, commonly called Belco E. La Barge B-5, located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼), and the East Half of the Northwest Quarter (E½NW¼), and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 28, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(288) That certain 4½-inch pipe line, 0.114 miles in length, commonly called Mobil — Hogsback 37-20, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 28, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(289) That certain 4½-inch pipe line, 0.273 miles in length, commonly called Mobil — Hogsback 28-32, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼), and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 32, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(290) That certain 4½-inch pipe line, 0.036 miles in length, commonly called Mobil — Hogsback 63-30, located in the Southwest Quarter of the

Northeast Quarter (SW¼NE¼) of Section 30, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(291) That certain 4½-inch pipe line, 0.440 miles in length, commonly called Mobil — Hogsback 72-24, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼), and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., and in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 24, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(292) That certain 4½-inch pipe line, 0.425 miles in length, commonly called Mobil — Hogsback 37-18, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 13, Township 27 North, Range 114 West, 6th P.M., and in the South Half of the Southwest Quarter (S½SW¼) of Section 18, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(293) That certain 4½-inch pipe line, 0.166 miles in length, commonly called Mobil — Hogsback [illegible]3G, located in the North Half of the Southwest Quarter (N½[illegible]¼) of Section 13, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(294) That certain 4½-inch pipe line, 0.278 miles in length, commonly called Mobil — Hogsback 37-6G, located in the Southwest Quarter (SW¼) of Section 6, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(295) That certain 4½-inch pipe line, 0.90 miles in length, commonly called General Petroleum No. 88-30, located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(296) That certain 4½-inch pipe line, 0.600 miles in length, commonly called Mobil — Hogsback 72-7, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼), and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 8, and in the East Half of the Northeast Quarter (E½NE¼) of Section 7, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(297) That certain 4½-inch pipe line, 0.213 miles in length, commonly called Mobil Oil Co. — Hogsback No. 77-36, located in the South Half of the Southeast Quarter (S½SE¼) of Section 36, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(298) That certain 4½-inch pipe line, 0.028 miles in length, commonly called Texas — La Barge No. 5-D, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(299) That certain 4½-inch pipe line, 1.009 miles in length, commonly called Humble Figure 4 Unit 3, located in the Southwest Quarter (SW¼) of Section 11, and the Southeast Quarter (SE¼), and the East Half of the Southwest Quarter (E½SW¼) of Section 10, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(300) That certain 4½-inch pipe line, 0.128 miles in length, commonly called Mobil — Hogsback 18-30, located in Lot 4 of Section 30, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(301) That certain 4½-inch pipe line, 0.016 miles in length, commonly called Mobil — Hogsback 11-31G, located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 31, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(302) That certain 4½-inch pipe line, 0.159 miles in length, commonly called Belco Federal No. 1, located in the Northwest Quarter (NW¼) of Section 14, and in the Northeast Quarter (NE¼) of Section 15, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(303) That certain 4½-inch pipe line, 0.584 miles in length, commonly called Belco S-13-22, located in the North Half of the Northeast Quarter (N½NE¼) of Section 28, and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 21, and the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 22, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(304) That certain 4½-inch pipe line, 0.321 miles in length, commonly called Belco B-18, located in the Northwest Quarter of the Southwest

Quarter (NW¼SW¼) of Section 2, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(305) That certain 4½-inch pipe line, 1.268 miles in length, commonly called Belco — Deer Hill No. 4-10, located in the South Half of the South Half (S½S½) of Section 9, and the South Half of the Southwest Quarter (S½SW¼) of Section 10, Township 30 North, Range 113 West, 6th P. M., Sublette County, Wyoming.

(306) That certain 4½-inch pipe line, 0.025 miles in length, commonly called Belco B-26, located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(307) That certain 4½-inch pipe line, 0.270 miles in length, commonly called Belco C-47, located in Lot 1, and the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 22, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(308) That certain 4½-inch pipe line, 0.696 miles in length, commonly called Belco Petroleum Corp.—McDonald Draw No. 91-32, located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 29, and the Northeast Quarter of the Northwest Quarter (NE¼NW¼), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼), and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 32, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(309) That certain 4½-inch pipe line, 0.226 miles in length, commonly called Mobil Oil Co. — Tip Top 16-32G, located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼), and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 31, and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 32, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(310) That certain 4½-inch pipe line, 0.095 miles in length, commonly called Mobil Oil Co. — Tip Top 63-12, located in the West Half of the

Northeast Quarter (W½NE¼) of Section 12, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(311) That certain 4½-inch pipe line, 0.566 miles in length, commonly called Mobil Oil Co. — Tip Top 16-19, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 19, Township 28 North, Range 113 West, 6th P.M., and the Southwest Quarter of the Northeast Quarter (SW¼NE¼), and the Northwest Quarter of the Southeast Quarter (NW¼SE¼), and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 24, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(312) That certain 8⅝-inch pipe line, 1.63 miles in length, and 6⅝-inch pipe line, 0.290 miles in length, commonly called General Petroleum 23-13, located in the South Half of the Northwest Quarter (S½NW¼), and the East Half of the Southwest Quarter (E½SW¼), and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 13, and the North Half of the Northeast Quarter (N½NE¼) of Section 24, Township 28 North, Range 114 West, 6th P.M., and the North Half of the Northwest Quarter (N½NW¼) of Section 19, and the Southeast Quarter of the Southwest Quarter (SE¼SW¼), and the Southeast Quarter (SE¼) of Section 18, and the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

Division Seven: Cathodic Protection Stations, Valve Assembly and Communication Station

Section A — Cathodic Protection Stations

(1) Cathodic Protection Station No. 461

That certain Cathodic Protection Station located in the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(2) Cathodic Protection Station No. 462

That certain Cathodic Protection Station located in the South Half of the Southeast Quarter (S½SE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(3) Cathodic Protection Station No. 463

That certain Cathodic Protection Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 2 and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(4) Cathodic Protection Station No. 599

That certain Cathodic Protection Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 16, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38594	State of Wyoming	3-13-63	16	27N	112N	35	617

(5) Cathodic Protection Station No. 617

That certain Cathodic Protection Station located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 23, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) Cathodic Protection Station No. 618

That certain Cathodic Protection Station located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(7) Cathodic Protection Station No. 619

That certain Cathodic Protection Station located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(8) Cathodic Protection Station No. 620

That certain Cathodic Protection Station located in Tract 38 of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
38964	Myron Irwin Olive H. Irwin	6-26-63	17	28N	113W	36	339
38788	Anderson L. McGinnis, et al	6-7-63	17	28N	113W	36	247

(9) Cathodic Protection Station No. 621

That certain Cathodic Protection Station located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 29, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(10) Cathodic Protection Station No. 778

That certain Cathodic Protection Station located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼), Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 31, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

(11) Cathodic Protection Station No. 779

That certain Cathodic Protection Station located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 1, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(12) Cathodic Protection Station No. 893

That certain Cathodic Protection Station located in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(13) Cathodic Protection Station No. 984

That certain Cathodic Protection Station located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 26, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(14) Cathodic Protection Station No. 985

That certain Cathodic Protection Station located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 1, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(15) Cathodic Protection Station No. 986

That certain Cathodic Protection Station located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(16) Cathodic Protection Station No. 1024

That certain Cathodic Protection Station located in the Southeast Quarter (SE¼) of Section 32, Township 28 North, Range 113 West, 6th P. M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
46081	Tom Harrower, et ux	4-22-70	32	28N	113W	26	360

Section B — Valve Assembly

(1) G.B. Valve No. T-18-20-0

That certain Valve located in the East Half of the Northeast Quarter (E½NE¼) of Section 21, Township 28 North, Range 113 West, Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35800	Ruth A. Chamberlain, et vir	7-24-56	20 21	28N 28N	113W 113W	160	218

Section C — Communication Station

(1) Hogsback Radio Station

That certain Radio Station located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 18, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

Division Eight: Access Roads

(1) Access Road to Gulf-Wyoming State No. 1 Meter Site

That certain Access Road located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 16, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39650	State of Wyoming	3-20-64	16	27N	112W	37	571

(2) Access Road to Western Oil Refining Company Purchase Meter Site

That certain Access Road located in the Southeast Quarter (SE¼) of Section 16 and the Southwest Quarter (SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38600	State of Wyoming	3-13-63	16	27N	113W	35	626

(3) EPNG Access Road, Lincoln and Sublette Counties

That certain Access Road located in the Southwest Quarter (SW¼) of Section 32, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

PART 3 — SWEETWATER COUNTY

Division Six: Miscellaneous Facilities

(1) Drip Site and Connecting Pipe to Ignacio-Sumas Line

That certain Drip Site and Connecting Pipe located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 32, Township 16 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming.

Division Seven: Cathodic Protection Stations and Valve Assembly

Section A — Cathodic Protection Station

(1) Cathodic Protection Station No. 534

That certain Cathodic Protection Station located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 7, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
34133	Uinta Development Co.	11-17-60	7	18N	111W	275	473

(2) Cathodic Protection Station No. 533

That certain Cathodic Protection Station located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 17, Township 13 North, Range 108 West, 6th P.M., Sweetwater County, Wyoming.

(3) Cathodic Protection Station No. 583

That certain Cathodic Protection Station located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 28, Township 17 North, Range 110 West, 6th P.M., Sweetwater County, Wyoming.

(4) Cathodic Protection Station No. 607

That certain Cathodic Protection Station located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 12, Township 14 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming.

(5) Cathodic Protection Station No. 610

That certain Cathodic Protection Station located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 30, Township 16 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming.

(6) Cathodic Protection Station No. 606

That certain Cathodic Protection Station located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 10, Township 12 North, Range 108 West, 6th P.M., Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 9, Township 12 North, Range 108 West, 6th P.M., Sweetwater County, Wyoming.

(7) Cathodic Protection Station No. 741

That certain Cathodic Protection Station located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 21, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
41053	Uinta Development Co.	7-30-65	21	18N	111W	32	44

(8) Cathodic Protection Station No. 769

That certain Cathodic Protection Station located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 14, Township 16 North, Range 110 West, 6th P.M., Sweetwater County, Wyoming.

(9) Cathodic Protection Station No. 798

That certain Cathodic Protection Station located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 12, Township 17 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming.

(10) Cathodic Protection Station No. 796

That certain Cathodic Protection Station located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 26, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming.

Section B — Valve Assembly

(1) Main Line Valve No. 6-1

That certain Main Line Valve located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 7, Township 17 North, Range 110 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
32868	Uinta Development Company	12-13-55	7	17N	110W	223	398

DIVISION EIGHT: ACCESS ROAD

(1) Access Road to West Side Flaming Gorge Pipeline Bridge

That certain Access Road located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 10 and the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 11, Township 12 North, Range 108 West, 6th P.M., Sweetwater County, Wyoming.

SCHEDULE 1B

EXHIBIT N — WYOMING

PART 1—LINCOLN COUNTY

DIVISION ONE: MAIN TRANSMISSION PIPE LINE (ADDENDUM)

(1) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Line", a segment of which is located in Lincoln County, Wyoming: Extra Rights.

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28379	John Aimo, et ux	7- 7-55	28	21N	116W	11	150
28378	Tena M. Annala, et vir	6-10-55	4	20N	116W	10	495
28381	Samuel O. Bennion, et ux	6-13-55	6	21N	118W	10	505
			1	21N	119W		
28380	Matt Failoni, et ux	6-13-55	4	21N	118W	10	503
28382	Edwin C. Hoffman, et ux	6-15-55	14	22N	120W	10	515
			15	22N	120W		
			22	22N	120W		
			23	22N	120W		
28383	Gertrude A. Lewis, et al	7-22-55	8	21N	117W	15	361
28384	Charles Henry Smith, et ux	7-22-55	15	21N	117W	11	373
28377	Western Wyoming Range Company	6-30-55	31	20N	114W	11	93
28376	Western Wyoming Range Company	6-30-55	19	19N	112W	11	77
27605	Geo. Bondurant, et ux	7- 8-55	25	26N	113W	11	152
27612	Chester Van Christman, et ux	7-21-55	26	22N	114W	10	548
27607	William J. McGinnis	7- 9-55	25	26N	113W	11	166
27608	William J. McGinnis	7- 9-55	24	26N	113W	11	164
27611	Lincoln County, Wyoming	7-25-55	2	26N	113W	11	156

PART 2--SUBLETTE COUNTY

DIVISION ONE: GAS SUPPLY LINES, MISCELLANEOUS LINE, MISCELLANEOUS FACILITIES AND GATHERING LINES (ADDENDUM)

Section A—Gas Supply Pipe Lines

(1) 16 inch Gas Supply Line, commonly called "Big Piney Line", in Sublette County, Wyoming: Extra Rights.

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27325	Anderson L. McGinnis, et ux	7- 1-55	17	28N	113W	15	20
27542	Dan H. Budd, et ux	8-10-55	3	29N	113W	13	360
			4	29N	113W		
27543	Clifton Fear, et ux	9-18-57	10	29N	113W	17	78
27545	Flying "W" Land & Livestock Corp.	8- 8-55	4	29N	113W	13	365
27548	Arthur C. Homer, et ux	9-18-57	12	29N	113W	17	76
27550	William J. McGinnis, et ux	9-12-58	31	28N	113W	17	442
			Lots 15 & 16, Tract 52				
27552	Ted Miller, et ux	10-2-58	33	27N	113W	17	472
27553	Betty Mickelson Thompson, et vir	8- 9-55	4	29N	113W	13	370
27606	Ted Jory, et ux	7- 1-55	28	27N	113W	15	10
27609	Joseph A. Minton, et ux	7-12-55	28	27N	113W	13	215
27610	Joseph A. Minton, et ux	7-12-55	33	27N	113W	13	213
			Tract				
27613	Anderson L. McGinnis, et al	7- 1-55	42	28N	113W	15	16
			Tract				
27614	Olive H. Irwin, et vir	7-18-55	42	28N	113W	13	217
none	Flying "W" Land and Livestock Company	7- 6-58	10	29N	113W	18	103
			11	29N	113W		
			13	29N	113W		
			14	29N	113W		
none	Robert W. Miller	11-13-58	11	29N	113W	18	29
27544	Flying W. Land and Livestock Company	9-20-57	13	29N	113W	17	74
33711	Clarence Brawley, et ux	10-21-60	35	28N	114W	29	443
27699	State of Wyoming	8-13-56	12	28N	113W	18	390
			17	28N	113W		

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27369	Clifton Fear, et ux	9-18-57	15	29N	113W	17	72
none	Flying "W" Land and Livestock Company	8- 8-55	11	29N	113W	136	357
27318	Dan H. Budd, et ux	4- 7-56	3	29N	113W	23	473
37587	Athol L. Stotts	12-22-61	29	27N	112W	32	424
38141	Texaco, Inc.	9-10-62	34	27N	113W	34	251
38693	Grayson H. Jones, et al	5-14-63	24	28N	114W	36	187
39200	Clarence Brawley, et ux	8-29-63	26	28N	114W	36	577
38602	William J. McGinnis, Sr. et ux	3- 7-63	26	28N	114W	35	629
39647	State of Wyoming	3-20-64	16	28N	113W	37	573
33665	Joseph A. Minton, et ux	10-19-60	28	27N	113W	29	419
37478	Walter C. Yose and Sons	10- 7-61	22	28N	113W	32	278
36538	Walter C. Yose and Sons	2-21-61	22	28N	113W	30	265
36786	Grayson H. Jones, et al	4-21-61	24	28N	114W	19	647
			23	28N	114W		
40707	State of Wyoming	4- 9-65	36	28N	113W	39	196
40237	W. F. Whelan Company	12-16-64	29	27N	112W	39	37
			32	27N	112W		

PART 3—SWEETWATER COUNTY

Division One: Main Transmission Pipe Lines (Addendum)

(1) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Line", a segment of which is located in Sweetwater County, Wyoming: Extra Rights.

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
28374	Uinta Development Co.	6- 9-55	35	17N	110W	205	385
28375	Western Wyoming Range Co.	6-30-55	33	18N	112W	223	401

Division Two: (No Addendum)

Division Three: (No Addendum)

Division Four: Regulating and Measuring Station (Addendum)

(1) Mountain Fuel Supply Company Meter Station: Extra Rights.

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35993	Uinta Development Co.	2-28-56	21	18N	111W	225	81

SCHEDULE IC

EXHIBIT G — WYOMING

DIVISION ONE : BUREAU OF LAND MANAGEMENT

R/W No.	Project	Serial	Date
	(1) Lincoln County		
551211	Ignacio to Sumas Main Line	W-034642	12-19-57
551258	Compressor Station No. 7	W-036402	9-13-56
551345	San Francisco Chemical Co. Meter Sta. Site	W-054217	1- 7-58
551415	Kemmerer VHF Radio Base Sta. & Access Road	W-053132	9-17-57
571994	16" Big Piney Lateral	W-035095	11-13-56
572094	Big Piney 30" Loop Line	W-062254	5-26-58
572094	Big Piney 30" Loop Line	W-035095	11-13-56
581337	TV Tower Site & Pole Line for Big Piney	W-075497	1-28-59
60299	Gen. Pet. — H + ALC + 32-6	W-0102936	5-10-60
60625	Kemmerer Sales Meter Station Site	W-0262420	6-19-63
60682	General Petroleum 22X-17	W-0125234	10-17-60
60849	General Petroleum 77-6	W-0121833	9-22-60
60898	Trunk A-3	W-0125265	10- 6-60
60984	Lateral A-14 (BPGS)	W-0125341	5- 5-61
60987	Lateral A-17 (BPGS)	W-0125323	3-23-61
60995	Belfer—BNG-37	W-0125331	3-15-61
60996	Belco-42	W-0125335	3-15-61
60997	Belfer BNG-34	W-0125344	2- 1-61
60998	Belfer BNG-39	W-0125327	4-12-61
601007	Belfer E. La Barge 10	W-0125317	3-15-61
601123	CPS No. 535	W-0128108	1-17-61
61589	Green River Bend 19	W-0157204	8-18-61
61590	Green River Bend 23	W-0150250	6-23-61
61648	Belco—Green River Bend No. 17	W-0150259	7-13-61
61802	Belco Green River Bend No. 27	W-0195907	4-30-62
61804	Belco Green River Bend No. 25	W-0157454	9-25-61
611064 X-over	Salathe No. 1 to Suction Line to Field Camp No. 31	W-0170157	11-20-61
611363	Belco—Green River Bend No. 44	W-0175683	2-19-62
62176	Lateral A-1 Loop (BPGS)	W-0225874	12-10-62
62208	Belco BNG-83	W-0195906	8-30-62
62327	Belco—Green River Bend No. 43	W-0200682	8-30-62
62364	Belco Green River Bend No. 47	W-0225859	12-10-62

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R/W No.	Project	Serial	Date
	(1) Lincoln County		
62603	Texaco LaBarge No. 2	W-0220530	10-15-62
62832	Lateral A-19 (BPGS)	W-0225845	12-10-62
62856	Access Road to CPS No. 608	W-0231734	12- 6-62
63325	Belco—Green River Bend No. 24	W-0262288	6-24-63
63421	C.P.S. 575	W-0271095	9-20-63
63489	Mobil Oil Hogs Back 51 X 5	W-0275269	9-26-63
64419	Texas LaBarge No. 6	W-0310700	12-11-69
64598	Belco—Green River Bend No. 34-6	W-0311742	10-20-64
64672	2½" Line from 30" drip to knockout drum at Opal Gas Pl.	W-0312500	12- 9-64
65401	C.P.S. No. 726	W-0317531	6-14-65
65665	Belco—South Hogsback No. 1-8	W-0319651	9-22-65
66040	Belco—South Hogsback No. 2-4	W-0325198	5-27-66
66096	Lateral A-20 (BPGS)	W-1624	11- 2-66
66097	Belco—South Hogsback 3-16	W-2264	11-17-66
66098	Belco—South Hogsback 4-9	W-1623	11-17-66
66110	Mobil Oil Corp. South Hogsback 75-17	W-1748	11-17-66
67005	Belco Pet. Corp. South Hogsback 22X-17	W-4356	3-30-67
67018	Mobil—Hogsback 65-5	W-4491	3-13-67
67057	Mobil Oil Corp. South Hogsback 34-8	W-6263	5- 5-67
67159	Texaco—Moxa Unit No. 1	W-9215	11-15-67
68034	Mobil Oil Co. South Hogsback 36-5	W-11724	6-21-68
68079	Belco—G.R.B. No. 24 Crossover	W-13726	8-13-68
68080	Belco—Green River Bend No. 43 Crossover	W-13727	8-13-68
68126 X-over	Belco—Petroleum Corp.— Green River Bend 51-1	W-15889	12-11-68
68165	Mobil Oil Corp. South Hogsback 21-21	W-17278	3-19-69
69067	Line Change Sumas Line	W-21532	12- 9-69
69068	C.P.S. No. 983	W-21501	12- 9-69
69069	C.P.S. No. 982	W-20927	11- 5-69
70019	Access Road to MLV 6-2	W-23038	4-23-70
70038	Mobil Hogsback No. 84-6	W-23402	3-24-71
70060	Belco—South Hogsback No. 5-16	W-23785	3-24-71
70082	La Barge Meter Station Site	W-24641	7-30-70
71239	C.P.S. No. 1043	W-29557	8- 6-71
71249	Mobil Oil Corp.— South Hogsback No. 41-20	W-29555	8- 5-71

R/W No.	Project	Serial	Date
	(2) Sublette County		
Blanket	Big Piney Gathering System	W-036192	10-29-56
Blanket	Big Piney Gathering System	W-045038	7- 3-57
Blanket	Big Piney Gathering System	W-046880	5- 8-57
Blanket	Big Piney Gathering System	W-046881	7- 2-57
Blanket	Big Piney Gathering System	W-062892	6- 9-58
Blanket	Big Piney Gathering System	W-063337	9-30-58
551353	Big Piney O & U Meter Sta.	W-045750	1-11-57
551414	Hogsback Radio Tower Site	W-077647	9-16-55
551607	Field Comp. Sta. 27A	W-081186	5- 1-59
572233	C.P.S. 463	W-072099	10-31-58
572234	C.P.S. 462	W-072100	10-31-58
60297	Crossover H5	W-0102938	5-10-60
60298	Belfer H5 + BNG 26	W-0102937	5-10-60
60300	Texaco H + 1-21	W-0102939	5-10-60
60310	Gen. Pet. CB + 76-28	W-0102941	5-11-60
60311	Belco N16 + B-48	W-0102943	5-11-60
60312	Belco N + B-51	W-0102944	5-11-60
60313	Belco CB-6 + CB-11	W-0103942	5-11-60
60314	Gen. Pet. H + 34-29	W-0102940	5-16-60
60315	Gen. Pet. H2 + 86-12	W-0102945	5-11-60 3-28-61
60342	Lat. N12L.2	W-0105235	5-18-60
60343	Gen. Pet. CB + 32-28	W-0105234	5-18-60
60344	Gen. Pet. H + 33-19	W-0105227	5-18-60
60345	Gen. Pet. H + 87-19	W-0105230	5-18-60
60346	Texas Co. H12 + 2-34	W-0105231	6- 9-60
60347	Belco—North 6.1 + B-47	W-0105236	5-18-60
60348	Belco N6-1 L2	W-0105269	5-18-60
60349	Lat. N-6 & 6-1 Loop	W-0105226	5-18-60
60350	Belco CB + CB-9	W-0105233	5-18-60
60371	Belco N4 + CB-5	W-0105232	5-18-60
60372	Belco N + 5-11	W-0105237	5-11-60
60373	Gen. Pet. H + 24-30	W-0105229	5-18-60
60374	Texaco H10 + 1-27	W-0105228	5-18-60
60375	Lat. H2.6	W-0105238	5-18-60
60388	Trunk N8.3	W-0105271	5-17-60
60389	Belco N8.3 + B-43	W-0105270	5-18-60
60403	Gen. Pet. F + 44-25	W-0111715	8- 3-60
60404	Gen. Pet. F-43 + 32	W-0111746	7- 1-60
60406	Belco N6.1L + E-16	W-0105292	5-17-60

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
60407	Lat. N + B-18	W-0111714	7-30-60
60414	Belco N + B-2	W-0111770	7- 1-60
60415	Belco N61 L + E-22	W-0128101	12-16-60
60416	Gen. Pet. H + 25X-32	W-0111717	7- 1-60
60417	Lat. N61L	W-0111771	7- 1-60
60440	Belco N6.1 + E-3	W-0116616	8- 3-60
60441	Belco N4 + C-2	W-0111751	7- 1-60
60442	Belco N6.1 + E-3	W-0111750	7- 1-60
60443	Belco K 15 + B-5	W-0111749	7- 1-60
60444	Gen. Pet. H + 76-20	W-0111748	7- 1-60
60448	Gen. Pet. T + 67-12	W-0111747	7- 1-60
60449	Belco N12 L. 2 + E-9	W-0111716	7- 1-60
60511	Belco Howell Marshall No. 1	W-0118967	8-29-60
60523	Belco C-31	W-0111853	8-12-60
60528	Gen. Pet. 42 + 33-7	W-0111348	8-29-60
60530	Gen. Pet. T-5 + 77-11	W-0111849	7-14-60
60531	Gen. Pet. T5 + 57-13	W-0111850	7-14-60
60532	La Barge B-7	W-0111854	12-20-60
60533	Lat. T5 Ext.	W-0111779	7-13-60
60546	Belco B 59	W-0111831	7-14-60
60735	Gulf No. 5	W-0118985	9-13-60
60739	Belco C-37	W-0121772	9-22-60
60774	Lat. A-13	W-0125282	11- 8-60
60777	Belco CB 14	W-0121871	10- 7-60
60818	Gen. Pet. 77-31	W-0128026	12- 1-60
60919	Belco B-60	W-0125414	11-15-60
60983	Lat. A-13 Ext.	W-0125320	3-15-61
60986	Lat. A-16	W-0146268	6- 8-61
60988	Lat. A-18	W-0125315	12-29-60
60989	Belco B-62	W-0125347	3-15-61
60992	Belco Connelly IC-32	W-0125337	12-16-60
60994	Belco A1C-33	W-0125325	3-15-61
60995	Belfer BNG-37	W-0125331	3-15-61
601009	Pan Am GR 3	W-0125328	3-23-61
601010	Belco GR 6	W-0125318	3-23-61
601011	Pan Am GR 1	W-0125330	3-23-61
601013	Belfer GR 7	W-0125321	3-15-61
601015	Carter FIG 4 Canyon Unit 1	W-0125339	3-15-61
601017	Carter FIG 4 Canyon Unit 3	W-0125336	3-15-61

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
	Carter FIG 4		
60101S	Canyon Unit 4	W-0125334	3-15-61
601019	Belco McDonald Draw No. 1	W-0125313	1-23-61
601020	Belco CB-15	W-0125316	1-25-61
601037	Belco B-45	W-0128031	12- 1-60
	Access Road to		
601112	EPNG Parking Lot	W-0131607	8-18-61
601174	Belco B-63	W-0131603	1- 9-61
	Belco B-26 from B-11		
601184	B-11	W-0131615	1-24-61
601246	Belco B-48	W-0133897	1-24-61
61020	Belfer BNG 51	W-0133966	2-10-61
61022	Belco S-12	W-0136207	4-12-61
61023	Belco C-44	W-0136206	3- 3-61
61074	Lat. A-7 Ext.	W-0136311	3-24-61
61158	Belco BNG 47	W-0136310	3-15-61
61281	Mobil 43-23	W-0142258	5-11-61
61284	Crossover from Lat. N-10 to Lat. N-2	W-0142192	5- 4-61
61359	Belco GRB 15	W-0146111	5-11-61
61469	Belco GRB 10	W-0146265	6-27-61
61471	Lat. A-13 Ext.	W-0146264	6- 9-61
61525	Gulf No. 3	W-0146237	6-12-61
61526	Belco C-24	W-0146238	6-12-61
61587	Belco GRB 14	W-0150185	8-10-61
61589	Belco GRB 19	W-0157204	8-18-61
61635	Belco GRB 22	W-0153816	7-12-61
61636	Belco C-47	W-0157257	8-18-61
61692	BNG 2 Tank Battery	W-0157190	8- 9-61
61801	Lat. N-17	W-0157220	8-11-61
61803	Belco GRB 26	W-0157453	9-25-61
61806	Belco GRB 21	W-0157455	9- 7-61
61807	Belco C-51	W-0165737	10-30-61
61808	Belco C-50	W-0157222	8-11-61
61809	Belco C-52	W-0157221	8-11-61
61811	Belco C-55	W-0157219	8-11-61
61970	Gulf Field Comp. Line	W-0165695	10-19-61
611028	Belco BNG 70	W-0165785	10-30-61
611029	Belco BNG 66	W-0165786	10-30-61
611041	Lat. A-18	W-0165783	11- 1-61
611042	Gen. Pet. 13-31	W-0165784	10-30-61
611043	Gen. Pet. 86-25	W-0165782	10-30-61

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R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
611054	Belco GRB 28	W-0165791	11- 9-61
611062	Belco—McDonald Draw No. 7	W-0165804	11- 1-61
611065	Belco B-69	W-0165803	11- 1-61
611067	Lat. N-3 Loop	W-0175628	9- 4-62
611113	Belco—Long Island No. 3	W-0175624	12- 8-62
611114	Belco—Long Island No. 4	W-0175626	12- 8-62
611125	Belco BNG 79	W-0165805	11- 1-61
611161	Belco BNG 82	W-0170115	11-15-61
611238	Belco B-68	W-0170185	11-20-61
611261	Belco BNG 61	W-0170277	12- 5-61
611277	Belco Star Corrall No. 1	W-0175684	2- 8-62
611278	Belco E. La Barge No. 17	W-0175605	12-15-61
611279	Belco E. La Barge No. 15	W-0175625	9- 4-62
611280	Mobil 77-24	W-0170332	12-12-61
611281	Belco E. La Barge No. 16	W-0170333	12-12-61
611282	Belco BNG 81	W-0175606	12-15-61
611329	Pan Am Meter Site Line	W-0175612	12-15-61
611351	Belco CB-6	W-0175664	9- 4-62
611360	Belco Star Corrall No. 2	W-0175651	9- 4-62
611414	Mobil 76-1	W-0179886	2-23-62
611428	Humble FIG 4 Unit 3	W-0179938	9- 4-62
611429	Texas La Barge 3	W-0179937	9- 4-62
62117	Mobil 52-1	W-0195908	4-30-62
62278	Belco GRB 33	W-0200614	8-30-62
62322	Belco C-48	W-0200658	8-30-62
62323	Mobil 52-1G	W-0200681	8-30-62
62336	Access Road to Western O & R Meter Sta.		
62388	Belco GRB 35	W-0225861	11-17-67
62432	Belco GRB 36	W-0225862	11-20-62
62832	Lat. A-19	W-0225863	12-10-62
62951	Lat. N-19	W-0225845	12-10-62
621079	Texaco Gov't Minton	W-0231810	12- 6-62
63053	Mobil 66-26	W-0240611	2-11-63
63196	C.P.S. 617	W-0248271	4- 2-63
63197	C.P.S. 618	W-0256577	6- 6-63
63198	C.P.S. 619	W-0256576	6- 6-63
63200	C.P.S. 621	W-0256478	6-18-63
63324	Mobil Tip Top 47-31	W-0256575	6- 6-63
63347	Mobil 82X-20	W-0262287	6-24-63
63348	Mobil 44-29	W-0271197	8-27-63
		W-026235	6-24-63

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
63349	Mobil 88X-23	W-0271299	10-22-63
63488	Mobil Hogsback 77-7-1	W-0275299	9-26-63
63644	Mobil Tip Top 31-18	W-0280492	11- 8-63
63779	Belco C-64	W-0285740	12-11-63
63780	Belco BNG 89	W-0285741	12-11-63
63781	Belco C-63	W-0285742	12-11-63
63782	Belco—McDonald Draw No. 23	W-0285739	12-11-63
63783	Belco—McDonald Draw No. 17	W-0285744	12-11-63
63784	Belco—McDonald Draw T.B. No. 1	W-0285745	12-11-63
63786	Lat. S-3	W-0285743	12-11-63
63788	Belco C-65	W-0285760	12-12-63
63790	Belco C-58	W-0285758	12-12-63
63796	Belco—McDonald Draw 29-31	W-0285761	12-12-63
63818	Belco B-65	W-0285759	12-12-63
63821	Belco GRB 39A-31	W-0289780	2-13-64
63822	Belco C-66-28	W-0289778	1-14-64
63838	Belco GRB 40	W-0289779	2-12-64
64261	Mobil 78-21	W-0309690	6-11-64
64387	Mobil Tip Top 73-30	W-0310829	12-14-64
64388	Belco C-68-34	W-0310830	9- 1-64
64413	Belco GRB 4 Tank Batt.	W-0310747	7-23-64
64414	Belco E. La Barge R-9-29	W-0310701	7-23-64
64452	Mobil Tip Top 61-6	W-0310194	7- 2-64
64493	Belco E. La Barge 19-9	W-0310262	7-23-64
64508	Belco La Barge 20-8	W-0310831	9- 1-64
64525	Mobil Tip Top 53-19	W-0311141	9- 1-64
64569	Belco C-41	W-0311203	8-28-64
64598	Belco GRB 34-6	W-0311742	10-10-64
64599	Belco N. La Barge 21-4	W-0311308	9-18-64
64721	Belco Dry Piney 1-27	W-0312961	12- 7-64
64748	Crossover from Belco 15 to Belco BNG 24	W-0312352	10- 8-64
64785	Belco B-80-3	W-0312974	12- 7-64
64884	Belco—McDonald Draw Tank Batt No. 2	W-0313208	12-28-64
64909	Crossover Lateral N-3 to Lat N-3 Loop	W-0313637	12-28-64
64910	Belco B-36	W-0313638	2-24-65
65381	Crossover Belco C-48 to Belco CB-9	W-0317373	6-16-65
65450	Belco McDonald Draw 71-6	W-0317575	7- 2-65
65589	Belco GRB 49-19	W-0319028	9-30-65
65666	Belco S 14-21	W-0319652	9-22-65

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
65951	Belco BNG 38-9	W-0321482	12-27-65
66003	Gulf Tresner State No. 1	W-0322612	3- 3-66
66012	Mobil Tip Top 55-20	W-0323984	4-21-66
66022	Belco No. La Barge 22-17	W-0325197	5-27-66
66028	C.P.S. 778	W-0324773	6-14-66
66029	C.P.S. 779	W-0324772	5-11-66
66099	Mobil Tip Top 44-21	W-1622	10-18-66
66111	Mobil Hogsback 47.19G	W-2209	11- 7-66
66151	Belco Star Corral 6-21	W-3427	1-25-67
66152	Belco Star Corral 8-16	W-3428	1-25-67
67000	Belco Star Corral No. 1	W-3834	2- 2-67
67039	Pan Am. Mickelson Creek Meter Site	W-5616	5-16-67
67111	Belco Sunset International 87-18	W-8745	12-15-67
67151	Belco E. La Barge 20-21	W-8906	11-28-67
67161	Belco CB 18-34	W-9218	12-15-67
67168	Comp. Sta 23 Drip Site	W-9710	12-15-67
68003	Trunk A Line Change	W-11166	6-21-68
68012	Belco N. La Barge 23-16	W-11234	6-21-68
68053	C.P.S. 893	W-14310	8-13-68
68075	Western O & R Crossover	W-13722	8-13-68
68076	Mobil Tip Top 44-29 Crossover	W-13723	8-13-68
68077	Texas La Barge No. 1 Crossover	W-13724	8-13-68
68078	Texas La Barge No. 3 Crososver	W-13725	8-13-68
68080	Belco GRB 43 Crossover	W-13727	8-13-68
68081	Texas La Barge 2-34 Crossover	W-13728	8-13-68
68108	Crossover from Trunk T to Drip Site	W-14972	12-11-68
68127	Belco GRB 50-30	W-15890	3- 6-69
68143	Mobil Tip Top 81-6	W-16787	3-12-69
68146	Mobil Hogsback 36-31	W-16788	3-12-69
68147	Mobil Tip Top 13-18	W-16789	3-12-69
68148	Mobil Tip Top 37-29	W-16790	3-12-69
68149	Mobil Tip Top 84-30	W-16791	3-12-69
68151	Mobil S. Hogsback 62-7	W-16792	3-12-69
68152	Mobil Hogsback 74-31	W-16793	3-12-69
68153	Mobil Tip Top 37-30	W-16951	3-12-69
68154	Mobil Hogsback 47-30	W-16950	3-12-69
69006	Mobil Hogsback 18-30	W-17349	3- 6-69
69012	C.P.S. 984	W-19615	8-15-69
69013	C.P.S. 985	W-19651	8-15-69
69014	C.P.S. 986	W-19986	8-15-69
70036	Big Piney Meter Station Site	W-23481	7-29-70

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
70037	Mobil Hogsback 63-30	W-23403	8-13-70
70067	Belco GRB 52-35	W-23786	3-29-71
70016	Mobil Tip Top 16-32	W-25893	3-24-71
70117	Mobil Tip Top 16-19	W-25892	3-24-71
70141	Mobil Hogsback 73-19	W-27967	4-19-71
70145	Mobil Hogsback 37-18	W-27919	4- 6-71
70161	Belco Deer HILL 4-10	W-27918	4- 6-71
70203	Central Dehydration Site on Trunk N	W-28024	4-30-71
70204	Group IV Dehydration Site on Lat. N-4	W-28025	4-30-71
70205	Group V Dehydration Site on Lat. N-6	W-28023	4-30-71
71132	Mobil Tip Top 23-31	W-28565	6-18-71
71133	Mobil Hogsback 37-20	W-28917	6-18-71
71181	Mobil Tip Top 63-12	W-28916	6-18-71
71228	Mobil Hogsback 27-17	W-28986	6-18-71
71253	Mobil Hogsback 72-7	W-29556	8- 6-71
71289	Mobil Hogsback 11-31G	W-31029	10- 7-71
71290	Mobil Hogsback 28-32	W-31030	10- 7-71
71294	Mobil Hogsback 72-24	W-31257	11- 5-71
	(3) Sweetwater County		
551211	Ignacio—Sumas	W-034642	12-19-57
551257	Compressor Station No. 6	W-036156	1-27-56
551655	8" Water Line to Comp. Sta. No. 6	W-078260	4-22-59
60914	Ignacio—Sumas Line Change	W-0170158	12-13-61
601113	C.P.S. No. 533	W-0131539	1-17-61
61969	C.P.S. No. 583	W-0161200	11-1-61
62569	Emergency By-Pass Line	W-0206057	8-28-62
62845	C.P.S. No. 607	W-0220529	12-10-62
62846	C.P.S. No. 610	W-0231878	12-17-62
62882	C.P.S. No. 606	W-0225875	12- 6-62
65664	Access Road to Flaming Gorge Bridge	W-10170158	3-22-66
660301	C.P.S. No. 769	W-0325196	6- 6-66
66052	C.P.S. No. 798	W-0325913	7-14-66
66064	C.P.S. No. 796	W-375	7-11-66
67159	Texaco—Moxa No. 1	W-9215	11-15-67
68062	Drip Site	W-12625	5-29-68
69120	Evaporation Pond at Camp Sta. No. 6	W-16950	4- 8-70

Division Two: State Lands

R/W No.	Name	Easement No.	Approval Date
	Lincoln County		
551211	Various	E-612	8-13-55
601325	Pan Am.—G.R.B. No. 2	E-768	4- 3-61
601326	Pan Am.—G.R.B. No. 4	E-769	4- 3-61
60987	Lateral A-17	E-771	4- 3-61
61588	Belco—G.R.B. No. 18	E-5733	8-20-62
611353	Belco—G.R.B. No. 2	E-835	6-26-62
611362	Belco—G.R.B. No. 42	E-5795	2- 2-62
62001	Belco—G.R.B. No. 45	E-5808	11-16-62
63430	C.P.S. No. 637	E-967	3-20-64
67159	Texaco—Moxa Unit No. 1	E-6375	2-23-68
68005	Pig Launcher Site on Trunk A	E-1336	6-25-70
68011	Big Piney Line	E-1199	7- 3-68
68011	Big Piney Loop	E-1200	7- 3-68
69067	Ignacio—Sumas Line Change	E-6624	None
	Sublette County		
551211	Various	E-612	8-13-55
572063	Big Piney Line	E-648	5-10-57
572077	Lateral K-15	E-673 and 674	12-31-57
572094	Big Piney Loop	E-712 and 713	9-15-59
60375	Lateral A-12	E-730	3- 3-60
60777	Belco CB-14	E-765	4- 3-61
60985	Lateral A-15	E-767	4- 3-61
60774	Laterai A-13	E-770	4- 3-61
601008	Belco—G.R.B. No. 8	E-779	5- 3-61
571994	Big Piney Line	E-710	9-15-59
61010	Belfer—BNG 50	E-766	4- 3-61
61471	Lateral A-13 Extension	E-787	7-19-61
62016	Gulf-State No. 1 Meter	E-836	6-26-62
62017	Access Road to Gulf State No. 1 Meter	E-5818	3-20-64
62176	Lateral A-1 Loop	E-5819	3-20-64
62806	Belco—G.R.B. No. 38	E-5865	5-22-63
62876	C.P.S. No. 599	E-5868	3-13-63
62336	Access road to Western Oil Purchase Meters	E-5871	3-13-63
62833	Mobil 76-36	E-5859	3-13-63
62832	Lateral A-19	E-5860	3-13-63
62951	Lateral N-19	E-5875	3-13-63

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	Sublette County (continued)		
62955	Belco C-60	E-5874	3-13-63
62956	Belco C-59	E-5873	3-13-63
63384	Lateral N-19 Extension	E-1039	4- 9-65
63385	Belco C-61	E-976	3-20-64
63386	Belco C-62	E-1040	4- 9-65
63347	Mobil 82X-20	E-5967	3-20-64
63785	Lateral N-20	E-981	3-20-64
64910	Belco B-36	E-6122	4- 9-65
67000	Belco—Star Corral No. 1	E-1152	11- 6-67
67173	Tenneco—Bird State No. 1	E-6392	10- 3-68
67187	Tenneco—Bird State No. 2	E-6400	8- 8-69
68012	Belco N La Barge No. 23-16	E-1201	7- 3-68
68146	Mobil—Hogsback 36-31	E-1282	9- 4-69
70140	Mobil—No. 26-16 Meter	E-1415	7- 9-71
71182	Mobil—Hogsback 77-36	E-1453	2-11-72
	Sweetwater County		
551211	Ignacio—Sumas Line	E-612	8-13-55
67159	Ignacio—Sumas Line Change	E-6375	2-23-68

Division Three: Highway Crossing Permits

R/W No.	Highway Name	Permit No.	Date
	Lincoln County		
551211	U.S. 30-N	F-A-124	7- 6-55
551211	U.S. 30-N	FAP-193	7- 8-55
551211	U.S. 189	FAP-217	7- 6-55
58491	U.S. 30	FA-2	8-28-58
572094	U.S. 189	FAP-158-A	2-13-58
571994	U.S. 189	FAP-158-A	7-18-55
572094	St. 119	FAS-3	2-13-58
571994	St. 119	FAS-3	8-22-55
572094	U.S. 30-N	FAP-188C	2-13-58
571994	U.S. 30-N	FAP-188C	7-18-55
60984	St. 119	—	11-17-60
601001	St. 119	—	11-17-60
601003	U.S. 189	—	11-17-60
62433	St. 119	FAS-3	8- 9-62
61804	St. 119	FAS-3	8-11-61
64419	St. 1203	—	1-25-65

R/W No.	Highway Name	Permit No.	Date
	Sublette County		
572077	U.S. 189	FAP-26	None
60985	U.S. 189	—	11-17-60
60988	U.S. 189	—	11-17-60
	Sweetwater County		
551211	U.S. 30-6	FI219	7- 6-55
551655	St. 530	S-264	1-14-59
551406	St. 530	S-264	3-24-59

Division Four: County Franchises

County	Date of Franchise
Lincoln	6- 8-55
Sublette	7-26-55
Sweetwater	6-13-55

Division Five: Railroad Licenses

R/W No.	Name	License No.	Date	County
	(1) Union Pacific Railroad			
551655	Water Line Sta. 6	44359	3-17-59	Sweetwater
551211	Ignacio—Sumas Line	41591	8-16-55	Sweetwater
551211	Ignacio—Sumas Line	41591-B	9-19-60	Sweetwater
572094	Big Piney Loop	41591-11	4-9-58	Lincoln
551211	Ignacio—Sumas Line	41591-4	3-16-57	Lincoln
551211	Ignacio—Sumas Line	41591-4C	9-19-60	Lincoln
551211	Ignacio—Sumas Line	41591-1	7-25-55	Lincoln
551211	Ignacio—Sumas Line	49591-1A	3-16-57	Lincoln
551211	Ignacio—Sumas Line	49591-1D	9-19-60	Lincoln

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RECORDED February 7 1974 9:00 A M
IN BOOK 25 Mortgage PAGE 361
FEES $ 19.50 Ann K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ann K Clark Deputy

140461

G-3(4)

NORTHWEST PIPELINE CORPORATION

TO

CHEMICAL BANK

AND

FRANCIS J. FARRELL

Trustees

Indenture of Mortgage and Deed of Trust

Dated as of January 31, 1974

This Instrument Contains
After-Acquired Property Provisions

RETURN TO:
John Fleming
Corporate Trust Department
Chemical Bank
20 Pine Street
New York, New York 10005

Rlse Book 12, Page 758

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Dated as of January 31, 1974

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INDENTURE OF MORTGAGE AND DEED OF TRUST, dated as of January 31, 1974, by and between NORTHWEST PIPELINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company), party of the first part, and CHEMICAL BANK, a corporation duly organized and existing under the laws of the State of New York, as corporate trustee (hereinafter called the Corporate Trustee), and FRANCIS J. FARRELL, as individual trustee (hereinafter called the Individual Trustee; the Corporate Trustee and the Individual Trustee being hereinafter sometimes called the Trustees), parties of the second part:

WITNESSETH THAT:

WHEREAS, the Company is authorized by law, and deems it necessary, to incur indebtedness for its proper corporate purposes and to issue its bonds (to be known generally as its First Mortgage Pipe Line Bonds), and to mortgage and pledge its property hereinafter described as security for the payment of such bonds and to that end has duly authorized the issuance of its bonds to be issued in fifteen series as hereinafter provided; and

WHEREAS, the amount of bonds of the Company which may be issued under and secured by this Indenture is limited to an aggregate of $83,831,000 principal amount of such series and in such principal amounts as hereinafter provided; and

WHEREAS, the United States District Court for the District of Colorado has, by the final judgment and decree in a proceeding entitled *United States* v. *El Paso Natural Gas Company,* 358 F. Supp. 820 (D. Colo. 1972), affirmed by the United States Supreme Court in *California-Pacific Utilities Co.* v. *United States,* 410 U.S. 962 (1973), and modified and further implemented by an order issued October 19, 1973, directed that El Paso Natural Gas Company, a Delaware corporation (hereinafter called El Paso), divest itself of, and transfer to the Company, that portion of its properties known as the Northwest Division Properties (as hereinafter defined); and

WHEREAS, the Federal Power Commission has issued its Certificate of Public Convenience and Necessity authorizing the Company to acquire such of the Northwest Division Properties as to which such a Certificate is required, and to engage in the transportation and sale of natural gas in interstate commerce; and

WHEREAS, to carry out such acquisition, the Company has entered into an agreement dated August 7, 1973, as amended (hereinafter sometimes called the Implementing Agreement), with El Paso, Alaska Interstate Company, an Alaska corporation, APCO Oil Corporation, a Delaware corporation, Gulf Interstate Company, a Delaware corporation, and The Tipperary Corporation, a Texas corporation, which contemplates among other things, issuance by the Company of $83,831,000 principal amount of its bonds upon surrender for cancellation of outstanding first mortgage pipe line bonds of El Paso in such principal amount; and

WHEREAS, pursuant to the Implementing Agreement and bond exchange agreements dated as of January 15, 1974 (hereinafter called the Bond Exchange Agreements), among the Company, El Paso and certain holders of first mortgage pipe line bonds of El Paso, the Company has determined and agreed to issue fifteen series (hereinafter called the Several Series) of its bonds to be issued under this Indenture, all designated as First Mortgage Pipe Line Bonds and bearing the further serial designations and limited to the respective aggregate principal amounts set forth below, namely:

Series	Principal Amount
4⅛ % Series due 1974	$ 82,000
4⅝ % Series due 1974	149,000
5½ % Series due 1975	1,481,000
4⅜ % Series due 1975	3,990,000
4½ % Series due 1977	2,296,000
5⅛ % Series due 1977	1,975,000
5⅝ % Series due 1980	7,380,000
5⅛ % Series due 1982	4,887,000
5⅛ % Series due 1984	6,220,000
Second 5⅛ % Series due 1984	9,561,000
5.075% Series due 1984	4,102,000
4.675% Series due 1984	21,984,000
Second 4.675% Series due 1984	4,469,000
5.025% Series due 1984	8,171,000
6 % Series due 1986	7,084,000;

and the Company desires to set forth the forms and provisions of the bonds of each said series; and

WHEREAS, the provisions of the bonds of each of the Several Series are set forth in Articles Three and Three A of this Indenture; and

WHEREAS, all conditions and actions necessary to authorize the execution, acknowledgment and delivery of this Indenture and the execution, authentication and delivery of the bonds to be issued hereunder have been complied with and taken;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal, interest and premium, if any, of the bonds issued under this Indenture and secured hereby at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions herein and in said bonds contained, said Northwest Pipeline Corporation, for and in consideration of the premises and of the acquisition and acceptance of said bonds by the holders thereof, and of the sum of one dollar ($1.00) and of other valuable consideration to it duly paid by the Trustees at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, conveyed, transferred, pledged, assigned, remised, released, mortgaged, set over and confirmed, and by these presents does grant, bargain, sell, convey, transfer, pledge, assign, remise, release, mortgage, set over and confirm unto the Trustees and to their successors in the trusts hereby created and to their assigns the following described property (other than excepted property) to wit:

FIRST

PIPE LINE SYSTEMS AND RELATED PROPERTIES

All property, real, personal or mixed, tangible or intangible, of every kind, character and description and wheresoever located, whether owned on the effective date of this Indenture or thereafter acquired by the Company, including, but without limiting the generality of the foregoing, all main pipe lines, branch pipe lines, gathering pipe lines, pipe line suspension bridges, compressor stations, pumping stations, gas treating plants, reservoirs and other property of whatsoever kind used or useful in the business of the Company, and particularly the properties situated in the States of Colorado, Idaho, New Mexico, Oregon, Utah, Washington and Wyoming owned by the Company and specifically described in Schedule I annexed hereto and the franchises, permits, licenses, consents, easements, privileges, rights of way, grants, surface rights and surface leases specifically described in Schedule I-I annexed hereto.

SECOND

Gas Leases and Rights

All the right, title and interest of the Company under, in and to all proven gas acreage, as defined in Section 1.12 hereof, whether owned on the effective date of this Indenture or thereafter acquired by the Company, including, but without limiting the generality of the foregoing, all gas leasehold estates, as defined in said Section 1.12, covering proven gas acreage and particularly the gas leasehold estates specifically described in Schedule II annexed hereto; and all pipe, casing, tubing, machinery, appliances, equipment, fittings, fixtures and other property owned on the effective date of this Indenture or thereafter acquired by the Company and installed in or upon such proven gas acreage.

THIRD

Contracts for the Purchase of Gas

All the right, title and interest of the Company under, in and to (1) the contracts for the purchase of gas by the Company specifically described in Schedule III annexed hereto, copies of which have been heretofore delivered to the Corporate Trustee; and (2) every other contract entered into or assumed by the Company before or after the effective date of this Indenture for the purchase of gas (other than casinghead gas) under which (a) the Company has or shall have a firm obligation to purchase, or the seller has or shall have a firm obligation to sell to the Company, one and one-half billion cubic feet of gas or more during any period of twelve consecutive calendar months or less, or (b) the Company has or shall have purchased one and one-half billion cubic feet of gas or more during any period of twelve consecutive calendar months, provided that in either such case the contract in question by its terms is to continue in force, or at the election of the Company may be continued in force, either for a fixed period of at least two years or for an indefinite or indeterminate period measured by the life of a well or wells.

FOURTH

Contracts for the Sale of Gas

All the right, title and interest of the Company under, in and to (1) the contracts for the sale of gas by the Company specifically described in Schedule IV annexed hereto, copies of which have been heretofore delivered to the Corporate Trustee; and (2) every other contract entered into or assumed by the Company before or after the effective

date of this Indenture for the sale of gas by the Company under which the Company during any period of twelve consecutive calendar months has or shall have sold gas for an aggregate gross price of more than $500,000.

FIFTH

Gas Exchange and/or Transportation Contracts and Operating Agreements

All the right, title and interest of the Company under, in and to the Gas Exchange and/or Transportation Contracts and Operating Agreements specifically described in Schedule V annexed hereto, copies of which have been heretofore delivered to the Corporate Trustee, and in and to every other such contract or agreement of a similar nature entered into or assumed by the Company before or after the effective date of this Indenture.

SIXTH

Pledged Securities

All the right, title and interest of the Company in and to all shares of stock of any subsidiary, and all bonds, notes or other evidences of indebtedness of any subsidiary specifically required by the provisions of this Indenture to be pledged hereunder, whether owned on the effective date of this Indenture or thereafter acquired by the Company.

SEVENTH

Moneys Deposited Hereunder

All moneys deposited or required by the provisions of this Indenture to be deposited hereunder.

EIGHTH

Other Property

Together with but not limited to (a) all the buildings, plants, dwelling structures, machinery and improvements constructed and to be constructed on the properties described in Granting Clause First hereof or in the Schedules of Mortgaged Properties annexed hereto, or any portion thereof, or on any lands purchased or acquired by the Company after the effective date of this Indenture and all rights, privileges, licenses, permits, immunities and easements of any kind and nature appurtenant thereto, and all other fixed properties owned at the effective date of this Indenture or thereafter acquired by the Company, and

all and singular the tenements, hereditaments and appurtenances whatsoever belonging to said properties or any part thereof or in any wise appertaining thereto, and the reversions, remainders, rents, issues and profits thereof, whether any of the same are at the effective date of this Indenture owned or are thereafter acquired by the Company; (b) all buildings, plants, systems, works, improvements, reservoirs, compressor stations, metering stations, regulator stations, gas purification plants, dehydration plants, pipes and pipe lines, branch lines, gathering lines, mains, river crossings, tanks, holders, railway tracks, rigs, casings, valves, compressors, meters, regulators, pumps, pumping machinery, tools, implements, poles, conductors, subways, conduits, ducts, stations, machinery, telephone lines, wires, cables, apparatus, equipment, instruments, wiring connections and appliances, radio and microwave stations and facilities, water supply lines and systems, cathodic protection units, windmills, rectifiers, generators and ground-beds, and all other structures, apparatus, fixtures, implements and equipment of every nature and kind whatsoever, whether owned on the effective date of this Indenture or thereafter acquired, pertaining to or used in or useful in the operation of the gas pipe lines of the Company and their appurtenances or in the business of producing, gathering, supplying, transporting or distributing gas, or in any business incidental thereto; and (c) any and all estates, rights of way, easements, franchises, ordinances, privileges, immunities, commitments, consents, permits, leases, licenses and license agreements, owned on the effective date of this Indenture or thereafter acquired by the Company, together with all the appurtenances, rights and appliances, connected with and/or appertaining to the properties described in Granting Clause First hereof or in the Schedules of Mortgaged Properties annexed hereto, which the Company owns or in which it has any interest on the effective date of this Indenture or which it may thereafter acquire, or any part thereof.

Also all other real property and appurtenances thereto, and all the rights, easements, rights of way and franchises, which the Company owns or in which it has any interest on the effective date of this Indenture or which it may thereafter acquire or which may be held by the Company, of whatsoever kind or description, including all estates, rights, titles, reversions or remainders, corporeal or incorporeal, as well in equity as in law, wheresoever situate and whether herein particularly described or not, it being the intention to include herein all real property and appurtenances and fixtures thereunto appertaining of every sort and nature which the Company owns on the effective date

of this Indenture or which it may thereafter at any time acquire and wheresoever situated; together with all and singular the tenements, hereditaments, rights, franchises, powers, privileges, commitments and appurtenances to any of said properties belonging or in any wise appertaining, and all franchises of the Company and all permits, ordinances, easements, privileges, immunities and licenses to construct, maintain and operate underground or other systems for the transportation or the supply to itself or others of natural gas; all rights of way, all grants and consents; whether said property, rights, tenements, hereditaments, franchises, powers, privileges, commitments, appurtenances, immunities, licenses, rights of way, grants and consents are owned on the effective date of this Indenture or may thereafter be acquired, owned, held or enjoyed by the Company, and all the rents, issues and profits arising or to arise therefrom.

It is the intention and it is hereby agreed that all property, real, personal and mixed (other than excepted property), owned on the effective date of this Indenture or thereafter acquired by the Company and wheresoever situated, shall be as fully embraced within the provisions of this Indenture and subject to the lien hereby created as if said property were all owned by the Company on the effective date of this Indenture and were specifically described herein and conveyed hereby.

NINTH

Property Hereafter Subjected Hereto

Any and all property of every name and nature, including excepted property, which from time to time after the effective date of this Indenture, by delivery or by writing of any kind for the purposes hereof, shall have been conveyed, mortgaged, pledged, assigned or transferred by the Company or by anyone on its behalf or with its consent to the Trustees, or either of them, who are hereby authorized to receive at any and all times any property as and for additional security for the payment of the bonds issued under this Indenture and to hold and apply such property subject to and in accordance with the trusts of this Indenture.

Excepted Property

Notwithstanding the generality of the foregoing Granting Clauses there is expressly excepted and excluded from the lien and operation of this Indenture, unless and until specifically subjected to the lien

hereof, the following described property of the Company whether owned on the effective date of this Indenture or thereafter acquired (herein sometimes referred to as "excepted property"):

(a) all gas in pipe lines or processing or treating plants and gas placed in storage in any underground or other reservoir, container or place used for the storage of gas, all liquid petroleum products resulting or derived from the production or processing of natural gas, and all oil and casinghead gas and products thereof or derivatives therefrom;

(b) all gas purchase contracts and all gas sales contracts and all rights and interests therein and thereunder, other than those specifically pledged hereunder or required so to be by reason of Granting Clauses Third and Fourth hereof;

(c) all oil, by-product and petro-chemical properties, as defined in Section 1.12B hereof, and all metallic and mineral properties, as defined in Section 1.12B hereof;

(d) all of the right, title and interest of the Company in, to and under any unproven gas acreage as defined in Section 1.12, and all property installed by the Company in or upon such unproven gas acreage, but only, in the case of a gas leasehold estate also covering proven gas acreage, to the extent that the Company's right, title and interest in the proven and unproven gas acreage covered thereby are severable;

(e) all materials and supplies and all tools and equipment (including drilling rigs, drilling platforms and drilling equipment) not installed as part of the fixed property of the Company;

(f) all office furniture, equipment and supplies;

(g) all railroad cars and rolling stock and all motor cars, automobiles, auto trucks, tractors, bulldozers and other automotive equipment and all aircraft;

(h) all cash (other than cash deposited or required by any provision of this Indenture to be deposited with the Trustees or either of them), accounts receivable and other choses in action, other than those specifically pledged hereunder or required so to be;

(i) all bonds, notes and other evidences of indebtedness and shares of stock and certificates of interest and other securities, other than those specifically pledged hereunder or required so to be; and

(j) all real property or interests therein (including gas leasehold estates, whether covering unproven or proven gas

acreage) and all pipe lines, plants, structures and other physical properties of any kind or character situated outside the continental limits of the United States of America, provided that any tideland or offshore areas adjacent to any State of the United States of America, over which the Government of such State or the Government of the United States of America asserts jurisdiction, shall be deemed included within such continental limits;

provided, however, that (A) if upon the occurrence and during the continuance of any event of default as defined in Article Nine of this Indenture, the Trustees or either of them or any receiver or trustee or any governmental body, agency or authority appointed or acting pursuant to statutory provisions or by order of a court shall have entered into possession of the trust estate or a substantial part thereof (other than securities or cash held by the Trustees or either of them as part of the trust estate), such of the property excepted from the lien of this Indenture by the foregoing provisions of this paragraph or by the provisions of any indenture supplemental hereto as constitutes rents, issues and profits of the trust estate shall immediately become subject, to the extent permitted by law, to the lien of this Indenture; and (B) whenever all events of default shall have been cured and the possession of the trust estate (other than any securities or cash held by the Trustees or either of them as part of the trust estate) shall have been restored to the Company, any property which shall have become subject to the lien of this Indenture solely by reason of the provisions of the foregoing clause (A) shall again be excepted and excluded from the lien of this Indenture.

SUBJECT, HOWEVER, to exceptions and reservations and matters herein recited, and to permitted encumbrances, as defined in Section 1.14 hereof, and subject further, as to any property (other than the Northwest Division Properties) acquired by the Company, to any lien or encumbrance thereon existing, and to any lien for unpaid portions of the purchase money placed thereon, at the time of such acquisition.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, hereby mortgaged, pledged and conveyed or assigned or intended so to be, and any and all other properties of every kind and nature that by virtue of any provision hereof may hereafter become subject to the lien of this Indenture, unto the Trustees and their successors and assigns forever; subject, however, as aforesaid;

IN TRUST, NEVERTHELESS, under and subject to the conditions hereinafter set forth, for the equal proportionate benefit and security of all and each and every one of the bonds issued hereunder and secured hereby in accordance with the provisions of this Indenture, without preference, priority or distinction as to lien of any bond over the others by reason of priority in time of the issue, sale or negotiation thereof or by reason of the purpose of its issue or otherwise howsoever, subject to the terms, conditions, provisions and agreements hereinafter set forth;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Company or its successors or assigns shall pay or cause to be paid the principal and interest (and premium, if any) to become due in respect of all the bonds at the times and in the manner stipulated therein and herein, and all and singular the covenants and promises in the bonds and in this Indenture are duly kept, performed and observed, then this Indenture and the estate and rights hereby granted shall cease, determine and be void; otherwise they shall remain and be in full force and effect;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by the Company that all the bonds are to be issued, authenticated and delivered, and that all the mortgaged property is to be held, subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustees and their successors in said trust for the benefit of those who shall hold the bonds or any of them, as follows:

ARTICLE ONE.

DEFINITIONS AND CONSTRUCTIONS AND CERTAIN OTHER GENERAL PROVISIONS.

SECTION 1.01. Unless otherwise apparent from the context, the terms mentioned in the following Sections of this Article, as used in this Indenture, are to be construed as in said respective Sections provided.

Except when otherwise indicated or provided, words in the singular number include the plural as well as the singular number and *vice versa*.

SECTION 1.02. The term "Company" means the party of the first part hereto, and any and all corporations successor thereto pursuant to the provisions of Article Thirteen.

The term "affiliate" means, with respect to any corporation, any person directly or indirectly controlling or controlled by or under direct or indirect common control with such corporation. The term "control" (including the terms "controlled by" or "under common control with") means the power to direct the management and policies of a person, directly or through one or more intermediaries, whether through the ownership of voting securities, by contract or otherwise.

The term "subsidiary" means any corporation whose principal business is the production, supply, transportation or distribution of gas and/or liquid hydrocarbons, at least 50% of the outstanding capital stock of which is owned directly or indirectly by the Company of record or beneficially and in which there has been invested by the Company, directly or indirectly, more than $100,000, and any corporation (other than the Company) successor to any such subsidiary. The term "subsidiary" shall not include, however, (a) Pacific Northwest Realty Corporation, a Delaware corporation, (b) any corporation, all of the outstanding capital stock (other than directors' qualifying shares, if any) of which is owned by the Company, if 80% or more of the capital stock of such corporation outstanding at the time the Company first became the owner of all the outstanding capital stock of such corporation (other than directors' qualifying shares, if any) was acquired by the Company solely through the issuance in exchange therefor of shares of stock of the Company of any class or classes and/or through the application of proceeds of the substantially simultaneous sale by the Company of shares of its stock of any class or classes, (c) any corporation substantially all of whose physical assets (other than cash, securities, accounts receivable and other choses in action and office furniture and equipment and other similar personal property) are located in any country or countries other than the United States of America, or (d) any corporation successor to any corporation described in clause (a), clause (b) or clause (c) of this sentence which prior to such succession was not a subsidiary as herein defined.

The term "business day" shall mean any day which is not in The City of New York a legal holiday for banking institutions or a day on which banking institutions are authorized by law to close.

The term "controlled corporation" means any corporation (other than a subsidiary) at least 50% of the shares of which at the time outstanding having voting power for the election of not less than a majority of the board of directors, either at all times or only so long as no senior class of stock has such power because of the happening of any contingency, is owned directly or indirectly by the Company and/or one or more of its subsidiaries or controlled corporations.

The term "controlling corporation" means Alaska Interstate Company, an Alaska corporation, APCO Oil Corporation, a Delaware corporation, Gulf Interstate Company, a Delaware corporation, and The Tipperary Corporation, a Texas corporation, in each case, while and so long as such corporation shall own, directly or indirectly, of record or beneficially 1% or more of the outstanding stock having at the time voting power for the election of not less than a majority of the board of directors of the Company (either at all times or only so long as no senior class of stock has such power because of the happening of any contingency), and any other person owning directly or indirectly of record or beneficially 5% or more of such outstanding stock.

The term "person" means an individual, a corporation, a partnership, a joint venture, an association, a joint stock company, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

The term "El Paso" means El Paso Natural Gas Company, a Delaware corporation, and any successor to the business and properties of such corporation by merger, consolidation or otherwise.

The term "Northwest Division Properties" means all properties, rights and interests, including without limitation all tracts or parcels of land and rights and interest therein, main pipe lines, branch pipe lines, gathering pipe lines, pipe line suspension bridges, compressor stations, pumping stations, gas treating plants and reservoirs, proven gas acreage as defined in Section 1.12 of this Indenture, contracts and securities (except shares of capital stock of Northwest Production Corporation and Westcoast Transmission Company Limited) divested by El Paso to the Company pursuant to the final judgment and decree of the United States District Court for the District of Colorado in a proceeding entitled *United States* v. *El Paso Natural Gas Company*, 358 F. Supp. 820 (D. Colo. 1972), affirmed by the United States Supreme Court in *California-Pacific Utilities Co.* v. *United States*, 410 U.S. 962 (1973),

and modified and further implemented by an order issued October 19, 1973, and pursuant to the Implementing Agreement, including, but without limitation, all such properties, rights and interests described or referred to in Schedules I to V annexed hereto.

SECTION 1.03. The term "Trustees" means Chemical Bank and Francis J. Farrell, the parties of the second part hereto, and their successors in the trust pursuant to the provisions of Article Ten. The term "Corporate Trustee" means said Chemical Bank and its successors as aforesaid. The term "Individual Trustee" means said Francis J. Farrell, and his successors as aforesaid.

The term "corporate trust office" means the office at which the corporate trust business of the Corporate Trustee is conducted from time to time, which office on the date of execution and delivery of this Indenture is located at 20 Pine Street, New York, New York 10005.

SECTION 1.04. The terms "bond" and "bonds" mean any bond or bonds being issued under and secured by this Indenture.

The terms "bond of the 1974 Series" and "bonds of the 1974 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 4⅛% Series due 1974", provided for in Article Three of, and authenticated and delivered under, this Indenture.

The terms "bond of the Second 1974 Series" and "bonds of the Second 1974 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 4⅝% Series due 1974", provided for in Article Three of, and authenticated and delivered under, this Indenture.

The term "Several 1974 Series" means the two series hereinabove in this Section specifically referred to (excluding at any time any such series all of the bonds of which at such time have ceased to be outstanding within the meaning of this Indenture), and the terms "bond of the Several 1974 Series" and "bonds of the Several 1974 Series" shall mean a bond or bonds of any of the Several 1974 Series.

The terms "bond of the 1975 Series" and "bonds of the 1975 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5½% Series due 1975", provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Second 1975 Series" and "bonds of the Second 1975 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 4⅜% Series due 1975" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the 1977 Series" and "bonds of the 1977 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 4½% Series due 1977" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Second 1977 Series" and "bonds of the Second 1977 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5⅛% Series due 1977" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the 1980 Series" and "bonds of the 1980 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5⅝% Series due 1980" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the 1982 Series" and "bonds of the 1982 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5⅛% Series due 1982" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the 1984 Series" and "bonds of the 1984 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5⅛% Series due 1984" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Second 1984 Series" and "bonds of the Second 1984 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, Second 5⅛% Series due 1984" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Third 1984 Series" and "bonds of the Third 1984 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5.075% Series due 1984" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Fourth 1984 Series" and "bonds of the Fourth 1984 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 4.675% Series due 1984" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Fifth 1984 Series" and "bonds of the Fifth 1984 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, Second 4.675% Series due 1984" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The terms "bond of the Sixth 1984 Series" and "bonds of the Sixth 1984 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 5.025% Series due 1984" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The term "Several 1984 Series" means the six series last above in this Section specifically referred to (excluding at any time any such series all of the bonds of which shall at such time have ceased to be outstanding within the meaning of this Indenture), and the terms "bond of the Several 1984 Series" and "bonds of the Several 1984 Series" mean a bond or bonds of the Several 1984 Series.

The terms "bond of the 1986 Series" and "bonds of the 1986 Series" mean a bond or bonds of the series designated "First Mortgage Pipe Line Bonds, 6% Series due 1986" provided for in Article Three A of, and authenticated and delivered under, this Indenture.

The term "Sinking Fund Series" means collectively all the thirteen series in this Section last above specifically referred to (excluding at any time any such series all of the bonds of which at such time have ceased to be outstanding), and the terms "bond of the Sinking Fund Series" and "bonds of the Sinking Fund Series" mean a bond or bonds of the Sinking Fund Series.

The term "Several Series" means collectively all the fifteen series hereinabove in this Section specifically referred to (excluding at any time any such series all of the bonds of which shall at such time have ceased to be outstanding), and the terms "bond of any of the Several Series" and "bonds of the Several Series" mean a bond or bonds of the Several Series.

The term "outstanding" when used with reference to bonds means, as of any particular time, all bonds theretofore authenticated and delivered by the Corporate Trustee hereunder, except (a) bonds theretofore cancelled or surrendered to the Corporate Trustee for cancellation, (b) bonds for the payment or redemption of which sufficient cash shall have theretofore been deposited and, subject to the provisions of Section 5.03, shall then remain on deposit in trust with the Corporate Trustee, provided that in case of the deposit of cash for the redemption of bonds, notice of such redemption shall have been given as provided in Article Five, or provision satisfactory to the Corporate Trustee made for giving such notice and (c) bonds in lieu of and in substitution for which other bonds have been authenticated and delivered pursuant to the terms of Section 2.11 of this Indenture; provided, however, that in determining the percentage of the principal amount of bonds outstanding or bonds of a particular series outstanding entitling the holders thereof to give any consent or direction or to take any action hereunder, bonds legally or equitably owned by the Company or a controlling corporation or by any affiliate of the Company or any controlling corporation shall be disregarded, except that for the purpose of determining whether the Trustees shall be protected in relying upon any such direction or consent, only bonds which the Trustees know to be so owned shall be so disregarded.

SECTION 1.05. The terms "trust estate", "mortgaged property" and "mortgaged properties" are synonymous and mean any and all properties, rights, interests and franchises, of every kind and character, now or hereafter subject to the lien of this Indenture or intended or required to be made subject thereto, including cash and/or securities deposited or pledged with the Trustees or either of them.

SECTION 1.06. The term "majority" means majority in amount, whether or not so expressed; and the term "amount of bonds" means principal amount of bonds.

SECTION 1.07. The term "holder" in respect of any bond or bonds means the registered owner of any bond. The term "registered owner" shall mean the person or persons in whose name or names the particular bond shall be registered on the registration books of the Company kept for that purpose.

SECTION 1.08. The term "engineer" means an individual, a co-partnership or a corporation engaged in an engineering or appraisal business or otherwise qualified to pass upon engineering or appraisal matters satisfactory to the Corporate Trustee and who may be a person or firm regularly retained or employed by the Company.

The term "counsel" means a person or firm engaged in the practice of law, satisfactory to the Corporate Trustee, who may be a person or firm regularly retained or employed by the Company.

The term "accountant" means an individual certified public accountant or firm of certified public accountants engaged in an accounting and auditing business.

The term "geologist" means an individual, a co-partnership or a corporation engaged in the business of petroleum geology or otherwise qualified to pass upon petroleum geology matters.

The term "independent", when applied to any accountant, counsel, engineer or geologist, means such a person satisfactory to the Corporate Trustee, who may be selected and paid by the Company but who (1) is in fact independent, (2) does not have any substantial interest, direct or indirect, in the Company or any controlling corporation or in any affiliate of the Company or any controlling corporation, (3) is not connected with the Company or any controlling corporation or any affiliate of the Company or any controlling corporation as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions; and (4) if an accountant is of recognized national standing; provided that the holders of not less than a majority in principal amount of the bonds at the time outstanding shall have the right, by instrument in writing delivered to the Company and the Corporate Trustee, to disapprove of any independent accountant, counsel, engineer or geologist selected by the Company, and to require the designation by the Company of another independent accountant, counsel, engineer or geologist satisfactory to them.

SECTION 1.09. The term "right of way" means any right of way, easement, lease, permit, license, franchise or other right for the construction, maintenance or operation of gas or products pipe lines (other than oil pipe lines), telephone, telegraph and teletype lines, radio communication facilities and equipment, power lines and water lines, and metering stations, regulating stations, valves, meters, regula-

tors, heaters, dehydrators, poles, conductors, conduits, ducts, drips, separators, packaged compressor units, cathodic protection units, pipe line bridges, river crossings, and similar appliances and facilities forming part of or appurtenant to the Company's lines, on, over or under public property (including any Indian lands) of any character or private property of any character, obtained by the Company from the apparent owner by an instrument which by its terms, in the opinion of counsel for the Company, grants a sufficient right to maintain and operate such lines and/or appurtenances or other facilities located or to be located thereon, in the case of a right of way over private property for gas pipe lines, other than gathering lines, for a period extending beyond the maturity date of all bonds issued and outstanding hereunder, and, in the case of any other rights of way, for an unlimited, indeterminate or indefinite period of time or for a specified period of time.

SECTION 1.10. The term "integrated gasoline absorption property" includes and means (A) any plant or facility designed to be utilized for the treatment or processing of natural gas or for the extraction therefrom of natural gasoline and/or other hydrocarbon by-products or components of natural gas, which is so located that residue gas resulting from the operation thereof can conveniently and efficiently be taken into the Company's natural gas pipe line systems or into the natural gas pipe line system of another company to which the Company sells or with which the Company exchanges natural gas or can conveniently and efficiently be utilized for the repressuring of, or accumulation of gas reserves in, gas acreage owned or controlled by the Company or a subsidiary, including the buildings, structures, equipment, machinery and other property constituting such plant or facility, (B) any plant or facility for the treatment, processing and preparation for market of natural gasoline and/or other hydrocarbon by-products or components of natural gas produced with or derived from natural gas produced or purchased by the Company for use in its natural gas pipe line systems or which result from the operating of any plant or facility falling within the terms of clause (A) of this paragraph, together with the buildings, structures, equipment, machinery and other property appertaining to any such plant or facility, (C) any pipe lines for the gathering or collecting of natural gasoline and/or other liquefied hydro-carbons or by-products produced with or derived from natural gas produced or purchased by the Company for use in its natural gas

pipeline systems into field storage tanks or reservoirs or for transporting the same from such storage tanks or reservoirs to any plant coming within the terms of clause (A) or clause (B) of this paragraph or for the transportation of such products between plants coming within the terms of clause (A) or clause (B) of this paragraph, or from any such plant to railroad loading racks or sidings or to a connection with an interstate or other long-distance pipe line for the transportation of natural gasoline and/or other liquefied hydrocarbons or by-products to market areas, and all pumping stations and other facilities and equipment appurtenant to such pipe lines, and (D) any tanks, receptacles or other facilities, including underground reservoirs or wells, used or useful for the storage of natural gasoline or other liquefied hydrocarbons or by-products produced with or derived from natural gas produced or purchased by the Company for use in its natural gas pipeline systems, located at points in or adjacent to any field or fields from which is produced the natural gas from which or in conjunction with which such natural gasoline or other liquefied hydrocarbons or by-products are obtained or located on or under the site of or connected with any plant coming within the terms of clause (A) or clause (B) of this paragraph or located on or under the site of or connected with any railroad loading rack or railroad siding or point of connection with an interstate or other long-distance pipe line to which extends any pipe line coming within the terms of clause (C) of this paragraph, and all pipe lines, pumps and other equipment or facilities necessary or incidental to the collection or injection of such products into or the withdrawal thereof from such tanks, reservoirs, wells or other facilities or receptacles.

SECTION 1.11. The term "Indian lands" means any lands held in trust by the United States of America for individual Indians or Indian tribes, communities, bands or nations, or any lands owned, subject to restrictions against alienation imposed by statute or regulation, by individual Indians or Indian tribes, communities, bands or nations.

SECTION 1.12. The term "proven gas acreage" means acreage known to contain natural gas in commercial quantities either through the existence thereon of a completed gas well producing natural gas in commercial quantities or a shut-in well capable of producing natural gas in commercial quantities or through the existence of such a well on other acreage located on the same reservoir.

The term "unproven gas acreage" means gas acreage which does not constitute proven gas acreage as defined in this Section.

The term "gas leasehold estate" means and includes (i) a gas lease under which the lessee has the right to explore for, produce and dispose of the lessee's interest in gas, or an undivided interest therein, (ii) where a gas lease and/or operating agreement has been subjected to a unitization or communitization agreement providing for the sharing by the Company and others of production expenditures and the benefits of development upon a proportionate basis in accordance with established practice for similar joint operations, the resulting interest of the Company under such unitization or communitization agreement, (iii) an operating agreement made by a lessee under a gas lease, under which the Company has the operating rights to explore for, produce and dispose of the Company's interest in gas and the right to possession of the lands covered thereby for such purpose, or (iv) ownership of gas mineral rights. Any gas interest under an oil and gas lease which is severable from the oil interest thereunder shall be deemed to be a gas lease. Any gas leasehold estate which covers both proven gas acreage and unproven gas acreage shall, for all purposes of this Indenture, be deemed to be an estate covering proven gas acreage to the extent that the acreage covered thereby is proven gas acreage and an estate covering unproven gas acreage to the extent that the acreage covered thereby is unproven gas acreage, provided that nothing in this sentence is intended to enlarge or restrict the effect of the Granting Clauses of this Indenture.

The term "gas well" means any well (a) which produces natural gas not associated or blended with oil at the time of production or (b) which produces more than 20,000 cubic feet of natural gas to each barrel of oil.

The term "oil well" means any well which produces only oil or which produces one barrel or more of oil to each 20,000 cubic feet of natural gas.

As used in the two preceding definitions, the term "oil" means any liquid hydrocarbon having a gravity of 50 or less degrees American Petroleum Institute scale.

In the event of any uncertainty or dispute as to whether any property is proven gas acreage or as to whether a well is a gas well

or an oil well, the determination of an independent geologist on such matter shall be conclusive and binding upon the Company, the Trustees and the holders of the bonds, and the Trustees may conclusively rely upon any such determination.

The term "casinghead gas" means gas produced from an oil well.

The terms "gas" and "natural gas" are synonymous and shall not include helium gas and, for purposes of the foregoing definitions of "proven gas acreage" and "gas leasehold estate", such terms do not include casinghead gas.

SECTION 1.12A. The term "gas production property" means and includes the interest of the Company under gas leasehold estates covering proven gas acreage, gas wells and all other property of the character described in the next succeeding paragraph acquired or constructed through gas production expenditures.

The term "gas production expenditures" shall include and mean, without duplication, the sum of

(a) all costs to the Company of the acquisition of gas leasehold estates covering proven gas acreage, as defined in Section 1.12, whether such acreage at the time of the acquisition thereof by the Company was proven gas acreage or unproven gas acreage, and

(b) all expenditures on account of the exploration for gas on and/or the development of gas production from gas acreage covered by gas leasehold estates acquired and owned by the Company (including acreage located in any unitized area or in any communitized tract which is being developed pursuant to a unitization or communitization agreement to which the Company is a party, whether such acreage has been subjected thereto by the Company or by another) which at the time of certification of such expenditure hereunder is proven gas acreage as defined in Section 1.12, made by the Company after the date of acquisition by the Company of the gas leasehold estates covering such gas acreage, and whether made directly or indirectly through the payment or reimbursement by the Company of expenditures made by others, including without limitation expenditures for seismographic or other geophysical surveys or work, the clearing and/or preparation of well sites, the building of access roads into or on such acreage, well drilling expenses tangible or intangible, including the cost of pipe, casing, tubing and other appliances, equip-

ment and materials placed in or on or used in connection with gas wells, and expenditures for the testing, cleaning, stimulating and/or recompletion of gas wells.

No expenditures shall be included in gas production expenditures unless the same shall be properly chargeable to the fixed property accounts of the Company in accordance with sound accounting practice. When a well is completed as a dry hole, no expenditures made in drilling the same which have not theretofore been included in a certificate of the Company shall thereafter be included in gas production expenditures.

SECTION 1.12B. The term "oil, by-product and petrochemical properties" means: (i) all oil wells, oil leases and oil mineral rights or interests therein, any oil rights in oil and gas leases which are severable from the gas rights covered by the same leases, all royalties in or based upon the production of oil or casinghead gas from any leases or wells, and all contracts for the sale by the Company of oil or casinghead gas; (ii) all well, lease and mine equipment, fixtures and facilities of every kind held or used in the operation and maintenance of oil wells or the production of oil, including field separators and field storage tanks; (iii) all gathering lines, pipe lines, tanks, pumps, pumping stations, loading racks, tank cars, meters, metering, testing, regulating and/or measuring equipment and other property or facilities used in transporting, handling, metering, testing, measuring, storing, marketing or distributing oil, distillate, condensate, gasoline or any products thereof or derivatives therefrom, or other liquefied hydrocarbons, other than integrated gasoline absorption property as defined in Section 1.10; (iv) all refineries, treating plants, processing plants, and other plants for the production, recovery, treating, refining, processing or manufacture by any means or methods of oil, condensate, distillate or gasoline or other hydrocarbons, including plants and facilities for the absorption or extraction of natural gasoline and other hydrocarbon by-products or components from natural gas, other than integrated gasoline absorption property; (v) all plants or facilities for the processing of hydrocarbons into various chemical compounds by means of a change in molecular structure (commonly known and herein referred to as petrochemical plants); (vi) all machinery, fixtures, equipment, tools, personal property and accessories held or used in connection with any of the foregoing and not necessary for or used in connection with the Company's gas business; and (vii) all lands

or interests therein and all easements and rights of way which are acquired solely for and are used solely in connection with any of the foregoing operations, and all buildings, improvements and fixtures thereon and all equipment, furnishings, materials and supplies therein.

The term "oil, by-product and petrochemical properties" shall not include, however, (a) any property which constitutes integrated gasoline absorption property as defined in Section 1.10, (b) any building, warehouse or other structure not maintained or used solely in connection with the administration, operation or maintenance of properties or the conduct of operations of the character described in the first paragraph of this Section, (c) any oil interest of the Company in any gas well, or (d) any property which is or becomes subject to the lien of this Indenture and thereafter becomes property of the character described in the first paragraph of this Section unless and until such property shall have been released from the lien of this Indenture in accordance with the applicable provisions hereof.

The term "metallic and mineral properties" means (i) all metals, minerals, and metallic or mineral ores, rocks, rare earths, substances or deposits of any kind or character (other than oil or gas) and rights or interests therein; (ii) all mines, plants and other property held or used principally in exploring for, producing, manufacturing, processing, treating, refining, storing, transporting, handling, marketing or distributing any such substances; (iii) all machinery, fixtures, equipment, tools, personal property and accessories held or used principally in connection with any of the foregoing; and (iv) all lands or interests therein and all leases, operating agreements, easements and rights of way which are acquired solely for and are used solely in connection with any of the foregoing operations, and all buildings, improvements and fixtures thereon and all equipment, furnishings, materials and supplies therein.

The term "metallic and mineral properties" shall not include, however, (a) any building, warehouse or other structure not maintained or used solely in connection with the administration, operation or maintenance of properties or the conduct of operations of the character described in the next preceding paragraph of this Section; or (b) any property of the character described in the next preceding paragraph of this Section which on the effective date of this Indenture is subjected to the lien of this Indenture unless and until such property

shall have been released from the lien of this Indenture in accordance with the applicable provisions hereof.

SECTION 1.13. The term "this Indenture" means this Indenture of Mortgage and Deed of Trust dated as of January 31, 1974, as supplemented and modified from time to time by indentures supplemental thereto.

The term "effective date of this Indenture" means the Time of Closing (as defined in the Bond Exchange Agreements).

SECTION 1.14. The term "permitted encumbrances" means any and all of the following:

(1) the lien of this Indenture;

(2) liens and encumbrances junior to the lien of this Indenture;

(3) taxes for the then current year or which are not yet due;

(4) taxes or liens created by assessments of governmental bodies, payment of which is due in instalments over a period of years and no payment of which is overdue, and taxes or assessments already due payment of which is being contested in good faith by the Company;

(5) any right which any municipality or other governmental body or agency may have, by virtue of any franchise, grant, license, permit, contract or statute, to purchase or recapture or to designate a purchaser of or order the sale of any property of the Company upon payment of fair compensation therefor or to terminate any franchise, license or other right or to regulate the property or business of the Company; and any limitations or restrictions on the assignability of leasehold or other interests in or permits for the use of federal or Indian lands or on the qualification of assignees thereof imposed by statute or by applicable regulations of any department of the government of the United States of America, provided that in the opinion of counsel such limitations or restrictions do not substantially impair the security afforded by and the enforceability of this Indenture;

(6) undetermined liens and charges incidental to construction or current operations which have not at such time been filed or asserted or the payment of which has been adequately secured or which are inconsequential;

(7) (a) any lien or encumbrance, cash sufficient for the discharge of which has been deposited in trust with the Corporate Trustee hereunder or with the trustee or mortgagee under the instrument evidencing such lien or encumbrance, with irrevocable authority to the Corporate Trustee hereunder or to such other trustee or mortgagee to apply such cash to the discharge of such lien or encumbrance to the extent required for such purpose, and (b) the lien, if any, of judgments rendered against the Company as a result of claims for personal injuries, death or damages to properties in connection with the conduct of the business of the Company, where the validity or amount thereof is being contested in good faith through appropriate appellate proceedings and such judgments are protected against by supersedeas bonds; but only if and to the extent that the total amount of cash so deposited with the Corporate Trustee plus the total amount of all judgments so protected against does not exceed $2,000,000 in the aggregate;

(8) any mortgage or other encumbrance constituting a lien upon land owned by another than the Company over which the Company has rights of way, existing at the effective date of this Indenture or, as to rights of way thereafter acquired, existing at the date of such acquisition, or any mortgage or other encumbrance constituting a lien upon land owned on the effective date of this Indenture or thereafter acquired by the Company and used primarily for right of way purposes; provided that in each case the Company shall neither have assumed nor shall customarily pay interest upon the indebtedness secured by any such mortgage or other encumbrance;

(9) except with respect to gas production property, encumbrances (other than to secure the payment of money), easements, rights of way and servitudes, reservations as to permits, reservations and rights in respect of oil, gases and other minerals and water, including any rights as to mining operations under federal laws relating to multiple mineral development of the same tracts, or in respect of grazing, mining, canals, ditches, reservoirs and the like, conditions, covenants, party wall agreements or other restrictions, over, on or in respect of property or lands or estates owned by the Company or over which the Company owns rights of way, which encumbrances, easements, rights of way, servitudes, reservations, rights, conditions, covenants, agreements and restrictions are in the opinion of counsel such as not to substantially impair the effective operation by the Company of the property affected thereby for the purpose for which such property is or is intended to be used; and rights of way or easements granted or conveyed by the Company as permitted by subdivision (11) of Section 7.01;

(10) any mortgage or other lien securing obligations, all of the obligations secured by which are at the time pledged with the Corporate Trustee hereunder;

(11) any irregularities in or deficiencies of title to property which in the opinion of counsel the Company shall have power by appropriate legal proceedings to remedy without the incurring of disproportionate expense, or which in the opinion of counsel are such as not to impair substantially the effective operation by the Company of the property affected thereby for the purpose for which such property is or is intended to be used, or any irregularities in or deficiencies of title to property (other than gas production property) which in the opinion of counsel the Company shall have the right to use and operate by reason of adverse possession or right of prescription;

(12) any irregularities in or deficiencies of title to any rights of way in, over or under which pipe lines, telephone lines, power lines, water lines and/or appurtenances thereto or other improvements are located, and to any real estate used or to be used primarily for right of way purposes, provided that in the opinion of counsel the Company shall have obtained from the apparent owner of the lands or estates therein covered by any such right of way a sufficient right, by the terms of the instrument granting such rights of way, to the use thereof for the construction, operation or maintenance of such lines, appurtenances or improvements for which the same are used or are to be used;

(13) in respect of gas production property, rights of third parties in the surface, easements, rights of way and servitudes, reservations as to grazing, mining, reclamation projects, rights and reservations in respect of helium gas and all minerals other than natural gas and rights as to mining operations permitted by federal laws relating to multiple mineral development of the same tracts, which in the opinion of counsel are such as to not substantially impair the effective operation by the Company of the property affected thereby;

(14) in respect of gas production property,

(a) any and all rentals, royalties, overriding royalties or production payments (whether payable in kind or in money), reservations, liens or encumbrances, and rights or interests of third parties arising by virtue of any exploration, drilling, development, unitization, communitization or operating agreement or agreements relating to or affecting, or the lease which created, any gas leasehold estate (such rentals, royalties, overriding royalties, production payments, reservations, liens, encumbrances, rights and interests being

herein in this subdivision (14) referred to as "leasehold encumbrances"),

(i) in respect of gas leasehold estates covering proven gas acreage owned by the Company at the effective date of this Indenture, existing at such date, or, in the case of such gas leasehold estates thereafter acquired by the Company, existing or created at the time of the acquisition of such estates by the Company;

(ii) in respect of gas leasehold estates covering acreage which becomes proven gas acreage after the effective date of this Indenture, in case of estates then owned by the Company, or after the acquisition of such estates in case of estates subsequently acquired by the Company, existing at the time such acreage becomes proven gas acreage; or

(iii) granted, created, entered into or made by the Company pursuant to the provisions of Section 7.01 hereof;

other than (x) leasehold encumbrances securing the payment of money in amounts not dependent on or measured by production, and (y) any reservations or rights (other than prior rights limited to reimbursement of well drilling and operating costs and overriding royalties) to gas or to the proceeds of gas ranking prior to the Company's interest in such gas leasehold estates, and

(b) any overriding royalties or other rights of Pan American Petroleum Corporation, Phillips Petroleum Company or Colorado Oil & Gas Corporation or their respective successors in interest under the eight Sales Contracts and Operating Agreements dated March 15, 1955, as amended, between Pacific Northwest Pipeline Corporation, a Delaware corporation (hereinafter called Pacific), to which the Company is successor in interest, and Pan American Petroleum Corporation (formerly Stanolind Oil and Gas Company), covering the Arboles, North Rosa, Cedar Hill, Bondad, Huerfano, Township, Rosa and Ignacio areas, the Assignment Contract between Pacific, to which the Company is successor in interest, and Phillips Petroleum Company dated January 9, 1953, as amended, or the Assignment Contract between Pacific, to which the Company is successor in interest, and Colorado Oil & Gas Corporation dated March 2, 1953, as amended; and the obligations of the Company to surrender, transfer, release or reassign the leases or interests or rights to which said instruments relate under the conditions or upon the occurrence of the events specified in said instruments; and

(15) any right which any party may have by virtue of any contract or agreement to purchase or take over the Company's interest in any gas well which has become an oil well and in the fittings and equipment used in connection with the operation of such well upon payment to the Company of the agreed consideration therefor as stipulated in or determined in accordance with the provisions of such contract or agreement.

Any cash deposited with the Corporate Trustee in respect of any lien or encumbrance remaining after the discharge of such lien or encumbrance shall be returned to the Company upon receipt by the Corporate Trustee of an application of the Company so requesting, accompanied by a certificate of the mortgagee or trustee, if any, under such lien or encumbrance or other evidence satisfactory to the Corporate Trustee that the same has been discharged and an opinion of counsel stating that such lien or encumbrance has been discharged.

The term "prior lien" means any mortgage or other lien or encumbrance on property of the Company prior to the lien of this Indenture, exclusive of permitted encumbrances as above defined.

SECTION 1.15. The term "Gas Purchase Contracts" means the contracts for the purchase of natural gas listed in Schedule III annexed hereto, and any other contracts for the purchase of natural gas, the Company's interest in which shall hereafter be subjected to the lien hereof or is required so to be; and the term "Gas Sales Contracts" means the contracts for the sale of natural gas by the Company listed in Schedule IV annexed hereto, and any other contracts for the sale of natural gas, the Company's interest in which shall hereafter be subjected to the lien hereof or is required so to be.

SECTION 1.16. The terms "application of the Company" and "certificate of the Company" mean respectively an application or a certificate signed in the name of the Company, under its corporate seal, by its President or a Vice President and by its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, addressed and delivered to the Trustees or to the Corporate Trustee, pursuant to a specified Section or Sections of this Indenture. The term "officer's certificate" means a certificate signed by the President or a Vice President or the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company.

SECTION 1.17. The date of this Indenture, to wit, January 31, 1[illegible] is [illegible] date for the convenient identification of

this Indenture, and is not intended to indicate that this Indenture was executed and delivered on said date.

SECTION 1.18. Whenever in this Indenture provision is made for the delivery to the Trustees, or either of them, of any document or documents, such provision shall be deemed complied with if such document or documents shall have been delivered to the Corporate Trustee or to any person designated by it in writing for the purpose of receiving the same.

SECTION 1.19. Whenever in this Indenture provision is made for the delivery to the Trustees, or either of them, of any certificate, opinion or other document signed by an officer or officers of the Company or by any other person, such provision may be complied with by the delivery of more than one certificate or opinion or document certifying separately to the various matters required to be included in the certificate or opinion or other document so provided for, and in such event said separate certificates, opinions or documents need not all be signed by the same officers or persons, but different officers or persons may certify as to different matters; provided, however, that such separate certificates, opinions or documents shall, taken together, contain all of the statements herein provided for and be signed by an officer or officers or person or persons, as the case may be, by whom the certificate, opinion or document so provided for is authorized or required to be signed.

Any opinion of counsel hereunder may state that in so far as it relates to factual matters or matters of business or technical judgment (other than legal matters) such opinion is based upon affidavits, certificates, statements and/or reports made by officers of the Company or by other persons in whom counsel rendering such opinion has confidence, and upon which in his opinion it is proper to rely.

Any opinion of counsel hereunder as to title to property or the lien of this Indenture or related matters may be based, in whole or in part, on an opinion of other counsel (provided that in such case such opinion of counsel hereunder shall state that in the opinion of the signer thereof such other counsel is one upon whom it is proper to rely, and a copy of the opinion of such other counsel is or shall have been furnished to the Trustees).

All certificates, opinions, applications and other documents required or permitted to be filed with the Trustees pursuant to any of the provisions of this Indenture which contain any terms defined in this

Indenture shall state that such terms are used with the meanings so defined.

SECTION 1.20. If any provision of this Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy. The Company shall not be deemed to be in default hereunder in the event that any such provision or provisions shall be invalid, inoperative or unenforceable in whole or in part.

SECTION 1.21. All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company or the Trustees or either of them shall inure to the benefit of and bind their respective successors and assigns.

SECTION 1.22. Nothing in this Indenture or in the bonds issued hereunder, expressed or implied, is intended or shall be construed to confer upon or give to any person or corporation, other than the parties hereto and the holders of the bonds issued hereunder, any right, remedy or claim under or by reason of this Indenture or of any covenant, condition or stipulation herein contained, and all the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the bonds issued hereunder.

SECTION 1.23. References by number in this Indenture to any Article or Section shall be construed as referring to the Articles and Sections contained in this Indenture, unless otherwise stated. The words "hereby", "herein", "hereof", "hereto" and "hereunder" and any compounds thereof shall be construed as referring to this Indenture generally, and not merely to the particular Article, Section or subdivision in which they occur, unless otherwise required by the context.

SECTION 1.24. Whenever in this Indenture the Company is required to furnish to the Trustees, or either of them, any certificate or other document on or before a specified date, such certificate or document if later furnished may nevertheless be acted or relied upon by the Trustees, or either of them, with like effect as if furnished when so required; but this provision shall not be deemed to impair any right or remedy which the Trustees, or either of them, may have to enforce the obligation of the Company to furnish the same as and when so required.

ARTICLE TWO.

SERIES, FORM, EXECUTION, REGISTRATION AND TRANSFER OF BONDS.

SECTION 2.01. The bonds issued under and secured by this Indenture shall be designated as "First Mortgage Pipe Line Bonds" of the Company. The text of such bonds and of the certificate of authentication of the Corporate Trustee shall be substantially of the tenor and purport recited in Articles Three and Three A hereof, with appropriate insertions, omissions, substitutions and variations in case of bonds of different denominations and different series, not inconsistent with the terms of this Indenture.

SECTION 2.02. The bonds being issued hereunder shall be issuable in fully registered form only and are being issued in fifteen series. All bonds of any one series shall be substantially identical, except that said bonds may be of different denominations.

SECTION 2.03. The bonds of each series may contain such other provisions, specifications, descriptive words and recitals and may have such legends printed, lithographed or engraved thereon, not inconsistent with the provisions of this Indenture, as may be required to comply with the rules of any stock exchange or the securities law of any state or states or to conform to usage in respect thereof, and may bear, if appropriate, a legend indicating approval of any governmental authority and/or a legend indicating that any tax with respect thereto required by law has been paid. There may be placed on each definitive bond the following legend: "This Bond has not been registered under the Securities Act of 1933."

SECTION 2.04. The bonds shall be executed on behalf of the Company by its President or one of its Vice Presidents, and its corporate seal or a facsimile thereof shall be thereunto affixed or thereon imprinted and attested by its Secretary or one of its Assistant Secretaries.

The bonds shall then be delivered to the Corporate Trustee for authentication by it, and thereupon, as provided in this Article, Article Three, Article Three A, Article Four, Article Five, Article Ten and Article Thirteen and not otherwise, said Trustee shall authenticate and deliver the same upon the application of the Company.

No bond shall be or become valid or obligatory for any purpose or be secured by this Indenture or be entitled to the lien or benefit hereof until the authentication certificate on such bond shall have been duly executed by the Corporate Trustee, and such authentication certificate of the Corporate Trustee shall be conclusive evidence that the bond so authenticated was duly authorized for issue hereunder and that the holder thereof is entitled to the lien hereof and the benefit of the trusts hereby created.

SECTION 2.05. In case the officer who shall have signed any bond or attested the seal thereon shall cease to be such officer of the Company before the bond so signed and sealed shall have been actually authenticated and delivered by the Corporate Trustee or issued by the Company, nevertheless, such bond may be authenticated and delivered and issued as though the person or persons who signed such bond and attested the seal thereon had not ceased to be such officer or officers of the Company, and also any bond may be signed and the seal thereon attested on behalf of the Company by such persons as at the actual date of the execution thereof shall be the proper officers of the Company, although at the date of such bond such persons shall not have been such officers of the Company.

SECTION 2.06. The Company shall keep, at such place or places as shall be designated in the bonds issued and outstanding under this Indenture, offices or agencies where such bonds may be presented for exchange, transfer and registration in accordance with their terms, and shall keep at such offices or agencies books for such registration and transfer, which at all reasonable times shall be open for inspection by the Trustees, and shall permit to be transferred or registered thereon, in accordance with their terms and under such reasonable regulations as it may prescribe, any bonds issued under this Indenture entitled to such registration or transfer. Any bond may, in accordance with its terms, be transferred upon such register by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such bond for cancellation, accompanied by delivery of a written instrument of transfer in the form approved by the registrar.

SECTION 2.07. The Company and the Trustees may deem and treat the registered owner of any bond as the absolute owner of such bond for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether such bond be overdue or not, and the Company and the Trustees shall not be affected by any notice to the contrary. The Company agrees to indemnify and save harmless the Trustees from and against any and all loss, costs, charges, damages or expenses incurred by them or either of them at any time in so treating such registered owner.

SECTION 2.08. At the option of the registered owner, any bond or bonds, upon surrender thereof to the Corporate Trustee, and upon payment, if the Company shall so require, of the taxes or other governmental charges provided for in this Indenture, may be exchanged for a like aggregate principal amount of bonds of the same series of other authorized denominations. In case any bond of a particular series which, as permitted by Section 3.01 or Section 3A.01, as the case may be, was dated upon initial issue as of a date other than an interest payment date for such series is surrendered for exchange or registration of transfer for one or more other bonds of the same series at any time prior to the interest payment date for such series next succeeding the date of such surrendered bond, any bond issued in exchange therefor or upon registration of transfer thereof shall bear the same date as the bond so surrendered.

All bonds surrendered for exchange or registration of transfer shall be accompanied by a written instrument of transfer, if required by the Corporate Trustee, in form approved by the Corporate Trustee, duly executed by the registered owner in person or by attorney authorized in writing.

SECTION 2.09. Whenever any bonds shall be presented for exchange as contemplated by the provisions of Section 2.08, the Company shall execute, and, upon surrender to it of said bonds, the Corporate Trustee shall authenticate and deliver in exchange therefor, the bond or bonds which the bondholder making the exchange shall be entitled to receive according to the terms thereof, in a principal amount equal to the principal amount of the bond or bonds surrendered for exchange. Upon any exchange or transfer of bonds, the Company may not make a charge therefor except a charge sufficient to reimburse it for any tax or taxes or other governmental charge required to be paid by the Company; and any said tax or charge shall be paid by the party requesting

such exchange or transfer as a condition precedent to the exercise of the privilege of making the same.

SECTION 2.10. Until definitive bonds of any series are ready for delivery, there may be signed, sealed, authenticated and delivered and issued in lieu of any thereof and subject to the same provisions, limitations and conditions as are applicable thereto, one or more temporary printed, lithographed or typewritten bonds in registered form substantially of the tenor of the bonds of such series, in any denomination or denominations, and with appropriate omissions, insertions and variations as the Board of Directors of the Company may determine. After preparation of definitive bonds and upon surrender of any such temporary bond for exchange, the Company, at its own expense and without making any charge therefor, shall execute, and upon cancellation of such surrendered temporary bond the Corporate Trustee shall authenticate and deliver in exchange therefor, a definitive bond or bonds of the same series. Until so exchanged, each of such temporary bonds shall in all respects be entitled to the same rights, lien, benefits and security of this Indenture as definitive bonds of the same aggregate principal amount authenticated and issued hereunder. Until such definitive bonds are ready for delivery, the holder of one or more temporary bonds upon the surrender thereof to the Corporate Trustee for cancellation and upon the payment of charges similar to those provided for exchanges or transfers of definitive bonds in Section 2.09, shall be entitled to receive in exchange one or more temporary bonds of the same series, of like aggregate principal amount and of such denominations as shall be provided for in such temporary bonds. There may be placed on each temporary bond the following legend: "This Bond has not been registered under the Securities Act of 1933."

SECTION 2.11. In case any bond, whether temporary or definitive, shall become mutilated or defaced or be lost, stolen or destroyed, the Company shall issue, and the Corporate Trustee shall authenticate and deliver, in exchange and substitution for, and upon cancellation of, the mutilated or defaced bond, or in lieu of and in substitution for the bond lost, stolen or destroyed, a new bond of the same series of like denomination and tenor, but which, in the discretion of the Company or the Trustees, may bear the same or a different serial number, and may be marked "DUPLICATE" or be otherwise distinguished; or if any such bond shall have matured, instead of issuing a substitute bond the Company may pay the same without the surrender thereof.

The applicant for such payment or substitution shall furnish to the Company and the Trustees evidence satisfactory to all of them in their discretion of the ownership and authenticity of the original bond and of the loss, theft, mutilation, defacement or destruction thereof, and also indemnity in a sum deemed by the Company and the Trustees sufficient to cover all risk, however remote, with such surety as shall be satisfactory to the Company and the Trustees in their discretion, and conditioned against any possible loss, damage, liability or expense in such connection, as the Company or the Trustees may request. Any indemnity bond shall name as obligees the Company, the Trustees and, if requested by the Company, any fiscal agent and/or registrar. The Corporate Trustee may authenticate any such substituted bonds and deliver the same, or the Corporate Trustee or any fiscal agent of the Company may make any such payment, upon the written request or authorization of any officer of the Company, and shall incur no liability to anyone by reason of anything done or omitted to be done by it in good faith under the provisions of this Section. The applicant for any substituted bond, or any such payment, shall, if required by the Company, as a condition precedent to the issue of any such substituted bond, or any such payment, pay all expenses, including counsel fees, incurred by the Company or the Trustees in connection therewith.

All bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive in respect of the replacement or payment of mutilated, defaced, lost, stolen or destroyed bonds and shall preclude any and all other rights or remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding, respecting such replacement or the payment of bonds, notes, negotiable instruments or other securities without their surrender.

Any duplicate bonds issued pursuant to this Section shall constitute original additional contractual obligations on the part of the Company, and shall be equally secured and entitled to equal and proportionate benefits with all other bonds issued hereunder in any moneys or property at any time held by the Trustees for the benefit of the bondholders. The Company, however, shall not be required to treat as outstanding both the original bonds and the duplicate bonds for the purpose of determining any ratio of net earnings to interest charges or debt service or any percentage of the principal amount of bonds outstanding hereunder or the amount of bonds issued under this Indenture for the purpose of any sinking fund.

ARTICLE THREE.

PROVISIONS RELATING TO BONDS OF THE SEVERAL 1974 SERIES.

SECTION 3.01. *Amount and Terms of Bonds of the Several 1974 Series.* There are hereby created and established two series of bonds to be issued under and secured by this Indenture, as follows:

(a) a series to be designated "4⅛% Series due 1974", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 4⅛% Series due 1974"; and

(b) a series to be designated "4⅝% Series due 1974", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 4⅝% Series due 1974".

The bonds of the Several 1974 Series shall be limited to (a) with respect to the bonds of the 1974 Series, the $82,000 aggregate principal amount of bonds of such Series authenticated and delivered as provided in Section 4.01 hereof, and with respect to bonds of the Second 1974 Series, the $149,000 aggregate principal amount of bonds of such Series authenticated and delivered as provided in Section 4.01 hereof, (b) bonds issued pursuant to Article Two, Article Five and Article Thirteen hereof upon exchanges or transfers of or in substitution for a like principal amount of bonds of the same series, and (c) bonds reissued in accordance with Article Four hereof.

The bonds of the Several 1974 Series shall be issuable in fully registered form only in the denominations of $1,000 or any integral multiple thereof, bearing such identifying letters or symbols, if any, as to the several authorized denominations thereof, and such numbers, as the Corporate Trustee in its discretion shall deem proper. The bonds of the Several 1974 Series shall be dated as of the interest payment date next preceding the date on which the same shall be authenticated by the Corporate Trustee, or, if such date of authentication shall be an interest payment date, such bonds shall be dated as of such interest payment date; provided, however, if at the time of authentication of any bond of the Several 1974 Series interest is in default on such bond, such bond shall be dated as of the interest payment date to which interest has previously been paid in full or made available for payment in full or, in the case of a bond authenticated upon issuance in exchange for or upon the transfer of any other bond, if no interest has been paid, as of the date of the bond so surrendered for exchange or

transfer; and provided, further, however, that, in the case of the original issue of bonds of the Several 1974 Series, such bonds shall be dated February 1, 1974. All bonds of the Several 1974 Series shall mature August 1, 1974, and the bonds of the Several 1974 Series shall bear interest from their dates at the respective rate for such series indicated in the designation of such series hereinabove in this Section 3.01 set forth, payable on August 1, 1974, and at the rate of 6% per annum on any overdue principal and (to the extent legally enforceable) on any overdue instalment of interest, and both the principal thereof and interest thereon shall be payable in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Chemical Bank, or its successor as Corporate Trustee under this Indenture, in the Borough of Manhattan, City and State of New York. The definitive bonds of the Several 1974 Series may be printed, lithographed or engraved, as the Company shall determine.

SECTION 3.02. *Exchanges of Bonds of the Several 1974 Series—Appointment of Registrar.* At the option of the registered owner, any bond or bonds of the Several 1974 Series, upon surrender thereof to the Corporate Trustee, and upon payment, if the Company shall so require, of any tax or charge provided for in this Indenture, may be exchanged for a like aggregate principal amount of bonds of the same series of other authorized denominations. All bonds surrendered for exchange shall be accompanied by a written instrument of transfer, if required by the Corporate Trustee, in form approved by the Corporate Trustee, duly executed by the registered owner in person or by attorney authorized in writing.

The Company hereby appoints the Corporate Trustee as Registrar and as its agent for the registration, transfer and exchange of bonds of the Several 1974 Series, and the books for such registration, transfer and exchange shall be kept at the corporate trust office of the Corporate Trustee, in the Borough of Manhattan, City and State of New York.

SECTION 3.03. *Redemption Provisions for Bonds of the Several 1974 Series.* The bonds of the Several 1974 Series are subject to redemption prior to maturity at the option of the Company, as a whole at any time or in part from time to time, upon payment of 100% of the principal amount thereof, together with interest accrued thereon to the redemption

date, upon prior notice (unless waived as provided in Section 5.02 hereof) given by mail to each holder of bonds which, or portions of which, are to be redeemed by mailing the same to such holders not less than thirty nor more than sixty days prior to the redemption date.

SECTION 3.04. *Form of Bonds of the Several 1974 Series.* The bonds of the Several 1974 Series and the Corporate Trustee's certificate of authentication to be endorsed upon the bonds of the Several 1974 Series, are to be substantially in the following forms, respectively, with appropriate insertions, omissions and variations in case of bonds of the Several 1974 Series, not inconsistent with the terms of such series as set forth in this Article Three:

[FORM OF BOND]

No. ..... $.....

NORTHWEST PIPELINE CORPORATION

Incorporated under the laws of the State of Delaware

FIRST MORTGAGE PIPE LINE BOND, % SERIES DUE 1974

Due August 1, 1974

NORTHWEST PIPELINE CORPORATION, a Delaware corporation (hereinafter called the Company), for value received, hereby promises to pay to , or registered assigns, on August 1, 1974, Dollars, and to pay to the registered owner hereof interest thereon from the date hereof on August 1, 1974, at the rate of % per annum, and on any overdue principal and (to the extent legally enforceable) on any overdue instalment of interest at the rate of 6% per annum. Both principal of and interest on this bond will be paid in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Chemical Bank, or its successor in trust under the Indenture hereinafter mentioned (hereinafter called the Corporate Trustee), in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds of a series, designated as the % Series due 1974, of an authorized issue of bonds of the Company, known as First Mortgage Pipe Line Bonds (hereinafter called the bonds), limited in aggregate principal amount as provided in the Indenture

hereinafter mentioned, issued in fifteen separate series of different denominations, dates, maturities and tenor which are provided for under and equally secured by an Indenture of Mortgage and Deed of Trust dated as of January 31, 1974, duly executed and delivered by the Company to Chemical Bank and Francis J. Farrell, as Trustees (such Indenture of Mortgage and Deed of Trust being hereinafter called the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the bonds and of the Trustees in respect thereof, and the terms and conditions upon which the bonds are, and are to be, secured.

The bonds of the % Series due 1974 are subject to redemption prior to maturity at the option of the Company, as a whole at any time or in part from time to time upon payment of 100% of the principal amount thereof together with interest accrued thereon to the redemption date upon prior notice given by mail, all as more fully provided in the Indenture.

If this bond or any portion hereof ($1,000 or an integral multiple thereof) is duly called for redemption and payment duly provided for as specified in the Indenture, this bond or such portion hereof shall cease to bear interest from and after the date fixed for redemption and shall cease to be entitled to the lien of the Indenture on and after such date or, in case of redemption of all bonds outstanding under the Indenture, on and after the date payment is so provided for.

This bond is transferable as prescribed in the Indenture by the registered owner hereof in person, or by his duly authorized attorney, at said corporate trust office of the Corporate Trustee, upon surrender of this bond for cancellation, and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new registered bond or bonds of the % Series due 1974 of like aggregate principal amount in authorized denominations will be issued to the transferee in exchange herefor as provided in the Indenture, or the registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange herefor the same aggregate principal amount of bonds of the % Series due 1974 of other authorized denominations, upon payment in either case, if the Company shall so require, of the charges provided for in the Indenture.

In case an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. Any such declaration may in certain cases be annulled as provided in the Indenture.

To the extent permitted by and as provided in the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds may be made by the Company and the Trustees, by an indenture supplemental to the Indenture, pursuant to the written consent or affirmative vote of the holders of not less than two-thirds in principal amount of the bonds at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than two-thirds in principal amount of certain affected series; provided, however, that no such modification or alteration shall be made without the written approval or consent or the affirmative vote of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof, or (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) authorize issuance of additional bonds under the Indenture, or (d) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid. The Indenture also provides that the holders of specified percentages in principal amount of the bonds at the time outstanding may waive compliance with certain of the covenants, and any past default in the performance of any covenants, contained in the Indenture, except any covenant for the payment of the principal of, or interest on, any of the bonds.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, subscriber, promoter, stockholder, director or officer, past, present or future, as such, of the Company, or of any successor corporation, either directly or through the Company or such successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, subscribers, promoters, stockholders, directors and officers, [illegible] by the holder and owner hereof by

This bond shall not become or be valid or obligatory for any purpose until the form of certificate endorsed hereon shall have been signed by the Corporate Trustee.

In Witness Whereof, Northwest Pipeline Corporation has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and attested by its Secretary or an Assistant Secretary.

Northwest Pipeline Corporation

Dated

By

Vice President

Attest:

Assistant Secretary

[Form of authentication certificate]

This bond is one of the bonds, of the series designated therein, referred to in the within-mentioned Indenture.

Chemical Bank,
Corporate Trustee

By

Authorized Officer

ARTICLE THREE A.

Provisions Relating to Bonds of the Sinking Fund Series and Sinking Funds Therefor.

Section 3A.01. *Amounts and Terms of Bonds of the Sinking Fund Series.* There are hereby created and established thirteen series of bonds to be issued under and secured by this Indenture as follows:

(a) a series to be designated "5½% Series due 1975", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5½% Series due 1975";

(b) a series to be designated "4⅜% Series due 1975", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 4⅜% Series due 1975";

(c) a series to be designated "4½% Series due 1977", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 4½% Series due 1977";

(d) a series to be designated "5⅛% Series due 1977", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5⅛% Series due 1977";

(e) a series to be designated "5⅝% Series due 1980", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5⅝% Series due 1980";

(f) a series to be designated "5⅛% Series due 1982", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5⅛% Series due 1982";

(g) a series to be designated "5⅛% Series due 1984", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5⅛% Series due 1984";

(h) a series to be designated "Second 5⅛% Series due 1984", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, Second 5⅛% Series due 1984";

(i) a series to be designated "5.075% Series due 1984", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5.075% Series due 1984";

(j) a series to be designated "4.675% Series due 1984", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 4.675% Series due 1984";

(k) a series to be designated "Second 4.675% Series due 1984", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, Second 4.675% Series due 1984";

(l) a series to be designated "5.025% Series due 1984", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5.025% Series due 1984"; and

(m) a series to be designated "6% Series due 1986", the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 6% Series due 1986".

The bonds of the Sinking Fund Series shall be limited to (a) the following respective aggregate principal amounts of bonds of such respective series to be authenticated and delivered as provided in Section 4.01 hereof:

Series	Aggregate Principal Amount
1975 Series	$ 1,481,000
Second 1975 Series	3,990,000
1977 Series	2,296,000
Second 1977 Series	1,975,000
1980 Series	7,380,000
1982 Series	4,887,000
1984 Series	6,220,000
Second 1984 Series	9,561,000
Third 1984 Series	4,102,000
Fourth 1984 Series	21,984,000
Fifth 1984 Series	4,469,000
Sixth 1984 Series	8,171,000
1986 Series	7,084,000

and (b) bonds issued pursuant to Article Two, Article Five and Article Thirteen of this Indenture, upon exchanges or transfers of or in substitution for a like principal amount of bonds of the same series, and (c) bonds reissued in accordance with Article Four hereof.

The bonds of the Sinking Fund Series shall be issuable in fully registered form only in the denominations of $1,000 or any integral multiple thereof, bearing such identifying letters or symbols, if any, as to the several authorized denominations thereof, and such numbers, as the Corporate Trustee in its discretion shall deem proper. The bonds of each Sinking Fund Series shall be dated as of the interest payment date for such series next preceding the date on which the same shall be authenticated by the Corporate Trustee, or, if such date of authentication shall be such an interest payment date, such bonds shall be dated as of such interest payment date; provided, however, if at the time of authentication of any bond of a Sinking Fund Series interest is in default on such bond, such bond shall be dated as of the interest payment date for such series to which interest has previously been paid in full or made available for payment in full or, in the case of a bond of a Sinking Fund Series authenticated upon issuance in exchange for or

upon the transfer of any other bond of such series, if no interest has been paid, as of the date of the bond so surrendered for exchange or transfer; and provided, further, however, that, in the case of the original issue of any bond of a Sinking Fund Series, such bond shall be dated February 1, 1974. The bonds of each Sinking Fund Series shall (i) mature on the date set forth opposite the designation of such respective series below, and (ii) shall bear interest from their date at the rate for such series indicated in the designation of such series set forth in this Section 3A.01 until payment of the principal becomes due, and at the rate of 6% per annum on any overdue principal and (to the extent legally enforceable) on any overdue instalment of interest, interest accruing prior to the expressed maturity of the principal of the bonds of the respective Sinking Fund Series being payable semi-annually on the dates (such dates being hereinafter sometimes referred to as "interest payment dates") specified below opposite the designation of such series, commencing on the date indicated:

Designation of Series	Interest Payment Dates	Maturity Dates
1975 Series	March 1 and September 1, beginning March 1, 1974	September 1, 1975
Second 1975 Series.....	April 1 and October 1, beginning April 1, 1974	October 1, 1975
1977 Series	April 1 and October 1, beginning April 1, 1974	October 1, 1977
Second 1977 Series.....	April 1 and October 1, beginning April 1, 1974	October 1, 1977
1980 Series	June 1 and December 1, beginning June 1, 1974 and April 1, 1980	April 1, 1980
1982 Series	May 1 and November 1, beginning May 1, 1974	November 1, 1982
1984 Series	April 1 and October 1, beginning April 1, 1974	April 1, 1984
Second 1984 Series.....	April 1 and October 1, beginning April 1, 1974	April 1, 1984
Third 1984 Series.....	April 1 and October 1, beginning April 1, 1974	April 1, 1984
Fourth 1984 Series.....	April 1 and October 1, beginning April 1, 1974	April 1, 1984

Designation of Series	Interest Payment Dates	Maturity Dates
Fifth 1984 Series.....	April 1 and October 1, beginning April 1, 1974	April 1, 1984
Sixth 1984 Series.....	April 1 and October 1, beginning April 1, 1974	April 1, 1984
1986 Series	May 1 and November 1, beginning May 1, 1974	November 1, 1986

Both the principal of and interest on the bonds of each series of the Sinking Fund Series shall be payable in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Chemical Bank, or its successor as Corporate Trustee under this Indenture, in the Borough of Manhattan, City and State of New York. The definitive bonds of the Sinking Fund Series may be printed, lithographed or engraved, as the Company shall determine.

SECTION 3A.02. *Exchanges of Bonds of the Sinking Fund Series —Appointment of Registrar.* At the option of the registered owner, any bond or bonds of the Sinking Fund Series, upon surrender thereof to the Corporate Trustee, and upon payment, if the Company shall so require, of any tax or charge provided for in this Indenture, may be exchanged for a like aggregate principal amount of bonds of the same series of other authorized denominations. All bonds surrendered for exchange shall be accompanied by a written instrument of transfer, if required by the Corporate Trustee, in form approved by the Corporate Trustee, duly executed by the registered owner in person or by attorney authorized in writing.

The Company hereby appoints the Corporate Trustee as Registrar and as its agent for the registration, transfer and exchange of bonds of the Sinking Fund Series, and the books for such registration, transfer and exchange shall be kept at the corporate trust office of the Corporate Trustee, in the Borough of Manhattan, City and State of New York.

SECTION 3A.03. *Redemption Provisions for Bonds of the Sinking Fund Series.* The bonds of the Sinking Fund Series are subject to redemption prior to maturity,

(a) at the option of the Company, as to each series as a whole at any time or in part from time to time, as follows:

(i) with respect to bonds of the 1975 Series, during the period prior to September 1, 1974, upon payment of 100.37% of the principal amount thereof, and thereafter upon payment of 100% of the principal amount thereof;

(ii) with respect to bonds of the Second 1975 Series, bonds of the 1977 Series, bonds of the Second 1977 Series and bonds of the 1980 Series, during the respective periods set forth for each respective series in the tabulation below, upon payment of the applicable percentage of the principal amount thereof set forth in the tabulation with respect to such series under the heading "Optional Redemption Price" or, in the event that such redemption is carried out directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness by the Company which has an interest rate or cost to the Company (computed in accordance with accepted financial practice) of less than, in respect of bonds of the Second 1975 Series, 4⅜% per annum, in respect of bonds of the 1977 Series, 4½% per annum, in respect of bonds of the Second 1977 Series, 5⅛% per annum, and in respect of bonds of the 1980 Series, 5⅝% per annum, upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation with respect to such series under the heading "Refinancing Redemption Price":

SECOND 1975 SERIES

Twelve Months' Period Beginning October 2	Optional Redemption Price	Refinancing Redemption Price
1973	100.25%	100.50%
1974	100	100;

1977 SERIES

Twelve Months' Period Beginning October 2	Optional Redemption Price	Refinancing Redemption Price
1973	100.68%	101.05%
1974	100.41	100.53
1975	100.14	100
1976	100	100;

SECOND 1977 SERIES

Twelve Months' Period Beginning April 2	Optional Redemption Price	Refinancing Redemption Price
1973	101.80%	101.80%
1974	101.53	101.53
1975	101.27	101.27
April 2, 1976, to and including October 1, 1976	101	101
October 2, 1976, to and including October 1, 1977	100	100;

1980 SERIES

Twelve Months' Period Beginning April 1	Optional Redemption Price	Refinancing Redemption Price
1973	102.34%	102.34%
1974	101.96	101.96
1975	101.56	101.56
1976	101.18	101.18
1977	100.78	100.78
1978	100.39	100.39
1979	100	100;

(iii) with respect to the bonds of the 1982 Series upon payment of 105% of the principal amount thereof at any time prior to November 1, 1974, and thereafter, during the respective periods set forth in the tabulation below, upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation under the heading "Regular Redemption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price
1974	101.86%
1975	101.59
1976	101.33
1977	101.06
1978	100.80
1979	100.53
1980	100.27
1981	100;

(iv) with respect to the bonds of the Several 1984 Series during the respective periods set forth in the tabulation below,

upon payment of the applicable percentage of the principal amount thereof set forth in such tabulation under the heading "Regular Redemption Price":

Twelve Months' Period Beginning April 1	Regular Redemption Price
1973	102.88%
1974	102.61
1975	102.35
1976	102.09
1977	101.83
1978	101.56
1979	101.30
1980	101.04
1981	100.53
1982	100.26
1983	100

(provided, however, that, if prior to April 1, 1974, such redemption is carried out as a part of any refunding operation involving the incurring of indebtedness by the Company or any affiliate of the Company which has an interest rate or cost to the Company or such affiliate of less than 5⅛% per annum, computed in accordance with accepted financial practice, then the regular redemption price will be 115% of the principal amount of any bonds of the Several 1984 Series to be redeemed); and

(v) with respect to the bonds of the 1986 Series, during the respective periods set forth in the tabulation below, upon payment of the applicable percentage of the principal amount thereof set forth in such tabulation under the heading "Regular Redemption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price
1973	103.84%
1974	103.51
1975	103.19
1976	102.87
1977	102.55
1978	102.23
1979	101.92
1980	101.60
1981	101.28
1982	100.96
1983	100.64
1984	100.32
1985	100

(provided that, if prior to November 1, 1976, such redemption is carried out as a part of any refunding operation involving the incurring of indebtedness by the Company or any affiliate of the Company which has an interest rate or cost to the Company or such affiliate of less than 6% per annum, computed in accordance with accepted financial practice, then the regular redemption price will be 115% of the principal amount of the bonds to be redeemed); and

(b) by operation of the respective sinking funds for such bonds provided for in Section 3A.04 of this Article Three A, upon payment of the principal amount thereof;

together, in any case, with interest accrued thereon to the redemption date; upon prior notice (unless waived as provided in Section 5.02 of this Indenture) given by mail to each holder of bonds which, or portions of which, are to be redeemed, by mailing the same to such holders not less than thirty nor more than sixty days prior to the redemption date.

SECTION 3A.04. *Sinking Funds for Bonds of the Sinking Fund Series.*

A. The Company covenants that, subject to the provisions of Paragraphs B and C of this Section 3A.04, it will pay to the Corporate Trustee

(a) for a Sinking Fund for the retirement of the bonds of the 1975 Series, at least one business day before each interest payment date commencing September 1, 1974, and each subsequent interest payment date (that is, on or before August 31, 1974, February 28, 1975, and August 31, 1975, as the case may be, each such date being sometimes referred to herein as a "Sinking Fund payment date"), so long as any bonds of the 1975 Series shall remain outstanding, a Sinking Fund payment in the amount of $494,000 in respect of the Sinking Fund payment dates on or before August 31, 1974, and February 28, 1975, and a Sinking Fund payment in the amount of $493,000 in respect of the Sinking Fund payment date on or before August 31, 1975;

(b) for a Sinking Fund for the retirement of bonds of the Second 1975 Series, at least one business day before each interest payment date commencing April 1, 1974, and each subsequent interest payment date (that is, on or before March 31, 1974, September 30, 1974, March 31, 1975, and September 30, 1975, as the case may be, each such date being sometimes referred to herein

as a "Sinking Fund payment date"), so long as any bonds of the Second 1975 Series shall remain outstanding, a Sinking Fund payment in the amount of $827,000 in respect of each Sinking Fund payment date commencing on or before March 31, 1974 and continuing to and including March 31, 1975, and in the amount of $1,509,000 in respect of the Sinking Fund payment date on or before September 30, 1975;

(c) for a Sinking Fund for the retirement of bonds of the 1977 Series, at least one business day before each interest payment date commencing April 1, 1974, and each subsequent interest payment date (that is, on or before March 31, 1974 and September 30, 1974, and on or before each March 31 or September 30 thereafter, as the case may be, each such date being sometimes referred to herein as a "Sinking Fund payment date"), so long as any bonds of the 1977 Series shall remain outstanding, Sinking Fund payments in the amounts set forth below, opposite the following respective Sinking Fund payment dates:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974	$272,000
September 30, 1974	271,000
March 31, 1975	272,000
September 30, 1975	271,000
March 31, 1976	272,000
September 30, 1976	272,000
March 31, 1977	271,000
September 30, 1977	395,000;

(d) for a Sinking Fund for the retirement of bonds of the Second 1977 Series, at least one business day before each interest payment date commencing April 1, 1974, and each subsequent interest payment date (that is, on or before March 31, 1974 and September 30, 1974, and on or before each March 31 or September 30 thereafter, as the case may be, each such date being sometimes referred to herein as a "Sinking Fund payment date"), so long as any bonds of the Second 1977 Series shall remain outstanding, a Sinking Fund payment in the amount of $247,000 in respect of each Sinking Fund payment date commencing on or before March 31, 1974, and continuing to and including March 31, 1977, and a Sinking Fund payment in the amount of $246,000 in respect of the Sinking Fund payment date on or before September 30, 1977;

(e) for a Sinking Fund for the retirement of the bonds of the 1980 Series, at least one business day before each interest payment date commencing June 1, 1974, and each subsequent interest payment date (that is, on or before May 31, 1974 and November 30, 1974, and on or before each May 31 and November 30 thereafter, as the case may be, and on or before March 31, 1980, each such date being sometimes referred to herein as a "Sinking Fund payment date"), so long as any bonds of the 1980 Series shall remain outstanding, Sinking Fund payments in the amounts shown below opposite the following respective Sinking Fund payment dates:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
May 31, 1974	$568,000
November 30, 1974	567,000
May 31, 1975	568,000
November 30, 1975	567,000
May 31, 1976	568,000
November 30, 1976	567,000
May 31, 1977	568,000
November 30, 1977	568,000
May 31, 1978	568,000
November 30, 1978	568,000
May 31, 1979	568,000
November 30, 1979	567,000
March 31, 1980	568,000;

(f) for a Sinking Fund for the retirement of the bonds of the 1982 Series, at least one business day before each interest payment date commencing May 1, 1974, and each subsequent interest payment date (that is, on or before April 30, 1974, and October 31, 1974, and on or before each April 30 or October 31 thereafter, as the case may be, each such date being sometimes referred to herein as a "Sinking Fund payment date"), so long as any bonds of the 1982 Series shall remain outstanding, Sinking Fund payments in the amounts shown below opposite the following respective Sinking Fund payment dates:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
April 30, 1974	$272,000
October 31, 1974	271,000
April 30, 1975	272,000
October 31, 1975	271,000
April 30, 1976	272,000

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
October 31, 1976	$271,000
April 30, 1977	272,000
October 31, 1977	271,000
April 30, 1978	272,000
October 31, 1978	271,000
April 30, 1979	272,000
October 31, 1979	271,000
April 30, 1980	272,000
October 31, 1980	271,000
April 30, 1981	272,000
October 31, 1981	271,000
April 30, 1982	272,000
October 31, 1982	271,000;

(g) for a Sinking Fund for the retirement of the bonds of the Several 1984 Series, so long as any bonds of the Several 1984 Series shall remain outstanding, Sinking Fund payments in the amounts shown below for the respective Several 1984 Series, such payments to be made on or before the respective Sinking Fund payment dates shown below. The term "Sinking Fund payment dates" is used herein to refer, in the case of each of the Several 1984 Series, to March 31, 1974, September 30, 1974 and each March 31 and September 30 thereafter, to and including March 31, 1984; provided, however, that in the case of any such March 31 or September 30 which is not a business day, the term "Sinking Fund payment date" shall mean the business day next preceding such March 31 or September 30, as the case may be:

(i) for the 1984 Series:

Sinking Fund payments are to be made on or before the following Sinking Fund payment dates in the following respective amounts:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974, to March 31, 1980, inclusive	$296,000
September 30, 1980	297,000
March 31, 1981	296,000
September 30, 1981	297,000
March 31, 1982	296,000
September 30, 1982	296,000
March 31, 1983	296,000
September 30, 1983	297,000
March 31, 1984	297,000

(ii) for the Second 1984 Series:

Sinking Fund payments are to be made on or before the following Sinking Fund payment dates in the following respective amounts:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$173,000
March 31, 1975	114,000
September 30, 1975	115,000
March 31 and September 30, 1976	406,000
March 31 and September 30, 1977	395,000
March 31, 1978 to September 30, 1979, inclusive	496,000
March 31, 1980	546,000
September 30, 1980	546,000
March 31, 1981	594,000
September 30, 1981	595,000
March 31, 1982	594,000
September 30, 1982	595,000
March 31, 1983	643,000
September 30, 1983	644,000
March 31, 1984	643,000

(iii) for the Third 1984 Series:

Sinking Fund payments are to be made on or before the following Sinking Fund payment dates in the following respective amounts:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974	$ 70,000
September 30, 1974	69,000
March 31, 1975	42,000
September 30, 1975	42,000
March 31, 1976	172,000
September 30, 1976	172,000
March 31, 1977	168,000
September 30, 1977	167,000
March 31, 1978 to September 30, 1979, inclusive	214,000
March 31 and September 30, 1980	236,000
March 31, 1981 to September 30, 1982, inclusive	258,000
March 31, 1983 to March 31, 1984, inclusive	280,000

(iv) for the Fourth 1984 Series:

Sinking Fund payments are to be made on or before the following Sinking Fund payment dates in the following respective amounts:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$ 365,000
March 31, 1975	222,000
September 30, 1975	222,000
March 31, 1976	925,000
September 30, 1976	925,000
March 31, 1977	900,000
September 30, 1977	900,000
March 31, 1978	1,145,000
September 30, 1978	1,144,000
March 31, 1979	1,145,000
September 30, 1979	1,144,000
March 31, 1980	1,265,000
September 30, 1980	1,265,000
March 31, 1981	1,387,000
September 30, 1981	1,388,000
March 31, 1982	1,387,000
September 30, 1982	1,388,000
March 31, 1983	1,501,000
September 30, 1983	1,500,000
March 31, 1984	1,501,000

(v) for the Fifth 1984 Series:

Sinking Fund payments are to be made on or before the following Sinking Fund payment dates in the following respective amounts:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974 and September 30, 1974	$ 74,000
March 31, 1975	46,000
September 30, 1975	45,000
March 31 and September 30, 1976	188,000
March 31, 1977	183,000
September 30, 1977	182,000
March 31, 1978	234,000
September 30, 1978	233,000

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1979	$234,000
September 30, 1979	233,000
March 31, 1980	257,000
September 30, 1980	256,000
March 31, 1981	282,000
September 30, 1981	281,000
March 31, 1982	282,000
September 30, 1982	281,000
March 31, 1983	306,000
September 30, 1983 and March 31, 1984	305,000

(vi) for the Sixth 1984 Series:

Sinking Fund payments are to be made on or before the following Sinking Fund payment dates in the following respective amounts:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
March 31, 1974	$137,000
September 30, 1974	136,000
March 31 and September 30, 1975	82,000
March 31, 1976	345,000
September 30, 1976	344,000
March 31, 1977	335,000
September 30, 1977	334,000
March 31, 1978	426,000
September 30, 1978	425,000
March 31, 1979	426,000
September 30, 1979	426,000
March 31, 1980	471,000
September 30, 1980	471,000
March 31, 1981 to September 30, 1982, inclusive	515,000
March 31, 1983	558,000
September 30, 1983	556,000
March 31, 1984	557,000

and

(h) for a Sinking Fund for the retirement of the bonds of the 1986 Series, at least one business day before each interest payment date commencing May 1, 1974, and each subsequent

interest payment date (that is, on or before April 30, 1974, and October 31, 1974, and on or before each April 30 or October 31 thereafter, as the case may be, each such date being sometimes referred to herein as a "Sinking Fund payment date"), so long as any bonds of the 1986 Series shall remain outstanding, Sinking Fund payments in the amounts shown below opposite the following respective Sinking Fund payment dates:

Sinking Fund Payment Dates	Amount in Respect of Each Sinking Fund Payment Date
April 30, 1974, to April 30, 1976, inclusive..	$173,000
October 31, 1976, to April 30, 1982, inclusive	296,000
October 31, 1982	297,000
April 30, 1983, to April 30, 1985, inclusive..	296,000
October 31, 1985	297,000
April 30, 1986	296,000
October 31, 1986	297,000.

B. In the event that the Certificate of Available Gas Supply filed by the Company with the Corporate Trustee on or before any June 15, pursuant to the provisions of Section 3A.05 of this Article Three A, shall be a Certificate B (specifying a date prior to the date of maturity of bonds of any one or more of the Sinking Fund Series as set forth in Section 3A.01 hereof as the date of exhaustion of the Company's available gas supply), then the amount of the Sinking Fund payment for the bonds of any such Sinking Fund Series to be made by the Company on each of the two next succeeding Sinking Fund payment dates for the bonds of such Sinking Fund Series, as specified in Paragraph A of this Section 3A.04, shall be increased by a sum (rounded out to the next highest $1,000) which bears the same proportion to the total of the Sinking Fund payments for the bonds of such Sinking Fund Series provided to be made under said Paragraph A on or after the date of exhaustion specified in said Certificate B (less the aggregate of the amounts, if any, by which the Sinking Fund payments for the bonds of such Sinking Fund Series for any Sinking Fund payment dates occurring prior to such June 15 shall have been increased pursuant to this Paragraph B, but only to the extent that the bonds of such Sinking Fund Series retired through the application of such increases in Sinking Fund payments shall not have been utilized as a credit against any subsequent Sinking Fund Payment on the bonds of such Sinking Fund Series occurring prior to such June 15) that the Sinking Fund payment for the bonds of such Sinking Fund Series to be made on such

Sinking Fund payment date, as set forth in said Paragraph A, bears to the aggregate of the Sinking Fund payments for the bonds of such Sinking Fund Series specified in said Paragraph A for all Sinking Fund payment dates for the bonds of such Sinking Fund Series occurring after such June 15 and prior to the date of exhaustion specified in said Certificate B.

C. The Company shall have the right, upon delivery to the Corporate Trustee on or before the fifteenth day of the month next preceding a month in which a Sinking Fund payment date shall occur, of a certificate of the Company stating its election so to do, to satisfy in whole or in part any Sinking Fund payment due on any such Sinking Fund payment date for the bonds of any of the Sinking Fund Series by crediting against such Sinking Fund payment for such Sinking Fund Series, at the principal amount thereof,

(a) bonds of the Sinking Fund Series in question then or at any time theretofore delivered to the Corporate Trustee for the applicable Sinking Fund; or

(b) in case any Sinking Fund payment or payments required under Paragraph A of this Section 3A.04 for the Sinking Fund Series in question shall have been increased by operation of Paragraph B of this Section, but the latest Certificate of Available Gas Supply filed by the Company with the Corporate Trustee, pursuant to Section 3A.05 of this Article Three A, shall be a Certificate A, bonds of the Sinking Fund Series in question theretofore redeemed for the applicable Sinking Fund or credited against any Sinking Fund payment to the extent that the total principal amount of bonds of the Sinking Fund Series in question theretofore so redeemed or credited exceeds the sum of the previous regular Sinking Fund payments for the Sinking Fund Series in question provided for in Paragraph A of this Section 3A.04;

and which bonds (except to the extent provided in clause (b) of this Paragraph C) shall not theretofore have been made the basis of a credit against any Sinking Fund payment hereunder or of any other credit under this Indenture. So long as any of the bonds of the Sinking Fund Series are registered in any one or more of the names in which the bonds of such Sinking Fund Series initially issued shall have been initially registered on the books of the Company or, if initially registered in a nominee name, then registered in the name of the initial beneficial owner thereof, the Company shall not be entitled to deliver any

Sinking Fund for the Sinking Fund Series in question pursuant to clause (a) of this Paragraph C, except with the consent of all persons in whose name or names any bonds of the Sinking Fund Series in question were initially so registered and remain so registered and any such initial beneficial owner of bonds of such Sinking Fund Series in whose name such bonds are then registered.

Any balance of any Sinking Fund payment with respect to any Sinking Fund Series not satisfied by credits taken pursuant to the foregoing provisions of this Paragraph C shall be paid in cash.

All bonds delivered to the Corporate Trustee for credit against any of the Sinking Funds for the bonds of the Sinking Fund Series shall be accompanied by a certificate of the Company stating that such bonds have been duly issued and *bona fide* sold or otherwise disposed of for value to persons other than a controlling corporation or an affiliate of the Company or a controlling corporation and have been redeemed or reacquired by the Company and stating that none of such bonds has theretofore been made the basis of a credit against any Sinking Fund payment hereunder (except to the extent provided in clause (b) of this Paragraph C) or of any other credit under this Indenture. All bonds delivered to the Corporate Trustee and credited against any Sinking Fund payment hereunder and all bonds redeemed by operation of, or the redemption of which has been made the basis of a credit against, any of said Sinking Funds, shall be cancelled and shall not be made the basis of any other credit under this Indenture except to the extent provided in clause (b) of this Paragraph C.

Forthwith after the fifteenth day of the month next preceding a month in which a Sinking Fund payment date shall occur (other than the last Sinking Fund payment date in respect of the bonds of any Sinking Fund Series) on which the Company will be required to make to the Corporate Trustee a payment in cash for any of the Sinking Funds for the bonds of the Sinking Fund Series, the Corporate Trustee shall proceed to select for redemption, in the manner provided in Article Five of this Indenture, a principal amount of bonds of the Sinking Fund Series in question equal to the amount of such cash payment, and, in the name of the Company, shall give notice, as required by the provisions of Section 3A.03 of this Article Three A and Article Five of this Indenture, of the redemption for the appropriate Sinking Fund of the bonds so selected on the then next ensuing interest payment date in respect of such Sinking Fund Series of bonds. The Company

shall pay to the Corporate Trustee at least one business day before such next ensuing interest payment date the sum required to redeem the bonds so called, including interest to the redemption date, which sum shall be applied by the Corporate Trustee to the redemption of such bonds. Any moneys paid to the Corporate Trustee in respect of the Sinking Fund payment date next preceding the date of maturity of any Sinking Fund Series shall be applied to the payment of the Bonds of such Sinking Fund Series at their maturity.

The Company shall not be entitled to redeem for the Sinking Fund for the bonds of any Sinking Fund Series at the sinking fund redemption price on any interest payment date for such Sinking Fund Series a principal amount of bonds of such Sinking Fund Series greater than the amount required to be redeemed for the Sinking Fund for the bonds of the Sinking Fund Series in question on that date by the provisions of Paragraphs A and B of this Section 3A.04.

SECTION 3A.05. *Certificate of Available Gas Supply.* The Company covenants that, so long as any bonds of any of the Sinking Fund Series are outstanding, it will file with the Corporate Trustee, on or before June 15 in each year beginning in the year 1974, and continuing to and including the year 1985, a Certificate of Available Gas Supply, dated not earlier than the May 1 next preceding such June 15, stating that, in the opinion of the signer or signers of such Certificate, the date of exhaustion of the Company's available gas supply will be a date not earlier than November 1, 1986, or will be a specified date prior to November 1, 1986. The term "date of exhaustion of the Company's available gas supply", as used herein, shall mean the date on which, in the opinion of the signer or signers of such Certificate, the Company's available gas supply (as hereinafter in this Section 3A.05 defined), determined as of a date not earlier than the April 1 next preceding the date of such Certificate, will be exhausted on the assumption that the volumes of gas in such available gas supply will be withdrawn at the rate required to provide from time to time:

(a) the volumes of gas required for deliveries during each twelve months' period in the future (counting from the April 1 next preceding the date of such Certificate) at an annual rate equal to the volumes of gas sold and delivered by the Company during the twelve months' period ended on the March 31 next preceding the date of such Certificate; provided, however, that

(i) if any such sales or deliveries shall have been made under a written contract limiting the maximum volume of gas which the Company from time to time has a firm obligation to deliver thereunder, then the volume of gas deliverable by the Company under such contract during each such subsequent period in respect of which such a limitation is in effect shall be taken to be (in lieu of the volume of gas sold and delivered under such contract during the next preceding twelve months) a volume of gas equal to 92% of the Company's maximum firm delivery obligation from time to time in effect under such contract; (ii) deliveries under any written contract, whether or not such contract limits the maximum volume of gas which the Company from time to time has a firm obligation to deliver thereunder, shall be taken into account only for the remaining unexpired term of such contract as the same exists at the date of such Certificate; and (iii) in making the foregoing computations of future withdrawals there shall be excluded all sales and deliveries (whether or not made under a written contract), in or adjacent to the fields from which the Company obtains its gas supply, involving the utilization and disposition of residue gas (i.e., gas derived from casinghead gas produced in conjunction with oil or distillate) not currently required for the Company's other sales of gas from its pipe line system or for use in its operation; and

(b) the volumes of gas which, based on the Company's experience during the twelve months' period ended on the March 31 next preceding the date of such Certificate, it will be necessary for the Company to use in its operations from time to time in processing and/or treating the volumes of gas from time to time deliverable by the Company in the future, determined as provided in (a) above, and in transporting the same from the respective points of origin to the respective points of delivery, and for covering line losses and losses in operations.

For the purposes of the Certificate of Available Gas Supply required to be delivered in the year 1974, there shall be included in the volumes of gas sold by the Company during the twelve months' period ended March 31, 1974, all volumes of gas sold by the Northwest Division of El Paso during that part of such twelve months' period which preceded the acquisition by the Company of the Northwest Division Properties from El Paso, and all references in this Section 3A.05 to written contracts of the Company or to the Company's sales and deliveries of residue gas or to the experience of the Company during such part of said twelve months' period shall be deemed to be references to said

written contracts, such sales and deliveries and such experience said Northwest Division during that part of such twelve months' pe which preceded such acquisition.

The term "contract", as used in this Section 3A.05, shall inc any rate schedule or tariff filed by the Company with the Federal Po Commission or any other Federal or State commission or other gove mental authority having jurisdiction to regulate any sale or deliv of gas by the Company, and each contract, rate schedule or tariff sh be read in conjunction with and interpreted in the light of all gene conditions, executed service agreements, rules, regulations or or at the time in effect applicable thereto.

If it is stated in any such Certificate that the date of exhausti of the Company's available gas supply will be not earlier than Nov ber 1, 1986, the Certificate filed shall be entitled "Certificate of Av able Gas Supply, Form A" (in this Article Three A referred to as "C tificate A"). If in any such Certificate such date of exhaustion specified to be a date earlier than November 1, 1986, the Certificate fi shall be entitled "Certificate of Available Gas Supply, Form B" this Article Three A referred to as "Certificate B"), and in such ev such Certificate shall also state (i) the total volume of the Compa available gas supply as at the date of determination thereof specifie such Certificate, and (ii) the volume of the Company's sales and d of gas, determined as provided in the first paragraph of this Sectio for each successive twelve months' period commencing with the April next preceding the date of such Certificate and continuing to and incl ing the date of exhaustion specified in such Certificate.

Such Certificate of Available Gas Supply shall be a certificate the Company, except that (a) if the last preceding Certificate of Ava able Gas Supply shall have been a Certificate B, or (b) if the two imm diately preceding Certificates of Available Gas Supply shall have be certificates of the Company, and (c) in any event in the year 1975, such Certificate shall be prepared and signed by an independent geologis

The term "available gas supply" shall mean the minimum volu of natural gas which, by reason of the existence of proven natural g reserves (including gas in solution or in a common reservoir with o or distillate and to be produced with such oil or distillate in the for of casinghead gas) located in one or more of the States of the Uni

States of America, or in any tideland or offshore area adjacent to any such State over which the Government of such State or the Government of the United States asserts jurisdiction, or in Canada, and the location of such reserves in relation to the Company's pipe lines or in relation to the pipe lines of another natural gas pipe line company from which the Company shall have the right or option to purchase gas (hereinafter in this Section 3A.05 sometimes called a "pipe line supplier"), and after giving due consideration to the dedication of any portion of such reserves to others than the Company, to withdrawals from such reserves which may reasonably be expected, to the availability of transportation facilities and to all other pertinent factors relative to such reserves, the Company can, in the opinion of the signer or signers of such a Certificate of Available Gas Supply, reasonably expect to produce, or to purchase at economically practicable prices (whether or not the Company then has a contract right to purchase such gas) and have delivered to it, and to transport to its markets to meet requirements for sale to its customers during the period. For purposes of this Section 3A.05 the term "natural gas" shall not include liquefied natural gas, regasified natural gas or synthetic or other manufactured gas.

In determining the amount of gas available to the Company from any natural gas reserves located in Canada, there shall not be included any amount of gas in excess of the daily volume of gas from such reserves which can be transported into the United States by the Company or for delivery to it without violating any law or regulation of Canada or any province or territory having jurisdiction thereof relating to the export of such gas and which can be imported into the United States by the Company or for delivery to it without violating any law or regulation of the United States relating to the import of such gas; and if the aggregate volume of gas from any source in Canada which may be transported into the United States by the Company or for delivery to it for use in the United States during the term of any export permit or license is restricted, there shall be excluded in determining the daily volume of gas available to the Company from such source any part of such daily volume in excess of an amount determined by dividing the aggregate volume deliverable from such source pursuant to such permit or license by the number of days included in the term of such permit or license, but no further consideration need be given to the fact that the term of such permit or license is restricted; and if the Company's right to transport or receive, or the

right of any supplier to deliver to the Company, gas produced in Canada from any source is limited to the right to transport or receive or deliver gas for resale in specified areas in the United States, there shall be excluded in determining the daily volume of gas available to the Company from such source any part of such daily volume in excess of the average daily requirements of the Company under its then existing gas sales contracts covering gas to be sold in such specified areas; and, if such daily volume is at the time curtailed by a temporary restriction which by its terms is limited to a specified period, appropriate adjustments may be made to reflect the temporary character of such curtailment.

The signer or signers of any Certificate of Available Gas Supply in determining the amount of available gas supply of the Company through deliveries from any pipe line supplier may not include in the available gas supply of the Company any gas to be received by it from such pipe line supplier in excess of the quantities which the Company shall then have the right or option to purchase from such pipe line supplier and may, if he or they shall consider such information reliable and of sufficiently recent date and so state in such Certificate, rely on any figures relating to the gas supply of such pipe line supplier contained in the certificate of gas supply signed by a person who would qualify as an independent geologist under this Indenture (except that such person need not be selected or paid by the Company) most recently filed with the trustee under an indenture securing bonds or other obligations of said pipe line supplier if, pursuant to the terms of said indenture, the signer of such certificate of gas supply, in rendering the opinion set forth therein, shall be required to consider substantially the same factors in determining the pipe line supplier's available gas supply as are required to be considered by the signer of a Certificate of Available Gas Supply under this Section 3A.05 in determining the available gas supply of the Company, provided that in determining the amount of gas available to the Company through deliveries by any such pipe line supplier, the signer or signers of any Certificate of Available Gas Supply

(a) shall be governed by the provisions of the next preceding paragraph of this Section 3A.05, if applicable,

(b) shall take into account the extent, if any, to which the gas supply of such pipe line supplier shall be inadequate to meet its then average daily requirements, including its requirements for delivery to the Company, as a result of restrictions

then in effect imposed by the laws or regulations of or applicable to any state, province or other jurisdiction in which such gas is produced, and

(c) shall take into account the expected operating conditions of such pipe line supplier as indicated, in the judgment of the signer or signers of such Certificate, by the operating characteristics of the facilities of such pipe line supplier and the operating experience of such facilities as disclosed by the Company's records of gas deliveries to it by such pipe line supplier and by such other information as to such pipe line supplier's operating history as the signer or signers of said Certificate shall deem relevant.

SECTION 3A.06. *Form of Bonds of the Sinking Fund Series.* The bonds of the respective Sinking Fund Series, and the Corporate Trustee's certificate of authentication to be endorsed upon the bonds of such Series, are to be substantially in the following forms, respectively, with appropriate insertions, omissions, substitutions and variations in case of bonds of different denominations and different series, not inconsistent with the terms of such series set forth in this Article Three A:

[FORM OF BOND]

No. ..... $.....

NORTHWEST PIPELINE CORPORATION
Incorporated under the laws of the State of Delaware

FIRST MORTGAGE PIPE LINE BOND, % SERIES DUE 19

Due 1, 19

NORTHWEST PIPELINE CORPORATION, a Delaware corporation (hereinafter sometimes called the Company), for value received, hereby promises to pay to , or registered assigns, on 1, 19 , Dollars, and to pay to the registered owner hereof interest thereon from the date hereof, until payment of the principal hereof becomes due, at the rate of % per annum, and on any overdue principal and premium, if any, and (to the extent legally enforceable) on any overdue instalment of interest at the rate of 6% per annum. Interest accruing prior to the expressed maturity of the principal hereof shall be payable semi-annually on the first day of and the first day of in each year, commencing 1,

19 and continuing to and including 1, 19 . The principal of and premium, if any, and interest on this bond will be paid in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Chemical Bank or its successor in trust under the Indenture hereinafter mentioned (hereinafter called the Corporate Trustee), in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds of a series, designated as the % Series due 19 , of an authorized issue of bonds of the Company, known as First Mortgage Pipe Line Bonds (hereinafter called the bonds), limited in aggregate principal amount as provided in the Indenture hereinafter mentioned, issued in fifteen separate series of different denominations, dates, maturities and tenor which are provided for under and equally secured by an Indenture of Mortgage and Deed of Trust dated as of January 31, 1974, duly executed and delivered by the Company to Chemical Bank and Francis J. Farrell, as Trustees (such Indenture of Mortgage and Deed of Trust being herein called the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the bonds and of the Trustees in respect hereof, and the terms and conditions upon which the bonds are, and are to be, secured.

The bonds of the % Series due 19 are subject to redemption prior to maturity (a) at the option of the Company or by the application of certain funds held by the Corporate Trustee, as a whole at any time or in part from time to time, upon payment of the then applicable redemption price set forth in the Indenture, or (b) by operation of the Sinking Fund for the bonds of the % Series due 19 provided for in the Indenture, upon payment of the principal amount thereof; together in any case with interest accrued thereon to the redemption date; upon prior notice given by mail, all as more fully provided in the Indenture.

If this bond or any portion hereof ($1,000 or an integral multiple thereof) is duly called for redemption and payment duly provided for as specified in the Indenture, this bond or such portion hereof shall cease to bear interest on and after the redemption date and shall cease to be entitled to the lien of the Indenture on and after such

date or, in case of redemption of all bonds outstanding under the Indenture, on and after the date payment is so provided for.

This bond is transferable as prescribed in the Indenture by the registered owner hereof in person, or by his duly authorized attorney, at said corporate trust office of the Corporate Trustee, upon surrender of this bond for cancellation, and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new bond or bonds of the % Series due 19 of like aggregate principal amount in authorized denominations will be issued to the transferee in exchange herefor as provided in the Indenture, or the registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange herefor the same aggregate principal amount of bonds of the % Series due 19 of other authorized denominations, upon payment, if the Company shall so require, of the charges provided for in the Indenture.

In case an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. Any such declaration may in certain cases be annulled as provided in the Indenture.

To the extent permitted by and as provided in the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds may be made by the Company and the Trustees, by an indenture supplemental to the Indenture, pursuant to the written consent or affirmative vote of the holders of not less than two-thirds in principal amount of the bonds at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than two-thirds in principal amount of certain affected series; provided, however, that no such modification or alteration shall be made without the written approval or consent or the affirmative vote of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof or change the date or the amount of any sinking fund payment required to be made in respect of this bond, or (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) authorize issuance of additional bonds under the Indenture, or

(d) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid. The Indenture also provides that the holders of specified percentages in principal amount of the bonds at the time outstanding may waive compliance with certain of the covenants, and any past default in the performance of any of the covenants, contained in the Indenture, except any covenant for the payment of the principal of, or interest or premium, if any, on, any of the bonds.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, subscriber, promoter, stockholder, director or officer, past, present or future, as such, of the Company, or of any successor corporation, either directly or through the Company or such successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, subscribers, promoters, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond; all as more fully provided in the Indenture.

This bond shall not become or be valid or obligatory for any purpose until the form of certificate endorsed hereon shall have been signed by the Corporate Trustee.

IN WITNESS WHEREOF, NORTHWEST PIPELINE CORPORATION has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and attested by its Secretary or an Assistant Secretary.

NORTHWEST PIPELINE CORPORATION

Dated

By

Vice President

Attest:

Assistant Secretary

[FORM OF AUTHENTICATION CERTIFICATE]

This bond is one of the bonds, of the series designated therein, referred to in the within-mentioned Indenture.

CHEMICAL BANK,
Corporate Trustee

By

Authorized Officer

ARTICLE FOUR.

AUTHENTICATION AND DELIVERY OF BONDS.

SECTION 4.01. *Authorized Principal Amount of Bonds—Issuance of Bonds of the Several Series.*

A. The aggregate principal amount of bonds which may be executed by the Company and authenticated and delivered by the Corporate Trustee and be outstanding under and secured by this Indenture shall be limited to $83,831,000 of the series and in the aggregate principal amounts set forth in the sixth Whereas clause of this Indenture (exclusive of bonds issued pursuant to Section 2.11 of this Indenture in lieu of lost, stolen or destroyed bonds).

B. After the execution and delivery of this Indenture, and upon the delivery to the Corporate Trustee of

(i) an application of the Company dated as of the effective date of this Indenture requesting the authentication and delivery of the bonds of the Several Series in the respective principal amounts set forth in Sections 3.01 and 3A.01 hereof; and

(ii) a resolution of the Board of Directors of the Company, certified by the Secretary or one of the Assistant Secretaries of the Company, authorizing the execution and requesting the authentication and delivery of bonds of the Several Series in the aggregate principal amount of $83,831,000; and

(iii) an officer's certificate, dated the date of such application, to the effect that:

(1) this Indenture has been filed and/or recorded in all jurisdictions in which is located any property then owned by the Company and intended to become subject to the lien of this

(2) insofar as is known to the signer of such officer's certificate, the Company is not and by the making or granting of such application will not be in default under this Indenture; and

(iv) an opinion of counsel, dated the date of such application, to the effect that:

(1) the issue of the bonds of the Several Series has been duly authorized (x) by the Company and (y) by all governmental and judicial authorities the consent or approval of which is requisite to the legal issue of said bonds (or that no such consent or approval of any governmental or judicial authority is required); and

(2) the Company is duly authorized by law to issue the bonds of the Several Series and is duly entitled to the authentication and delivery of such bonds under the provisions of this Indenture; and upon the issue of such bonds, they will be valid and legally binding obligations of the Company and entitled to the benefits and security of this Indenture,

there may be executed by the Company and delivered to the Corporate Trustee, and the Corporate Trustee shall thereupon authenticate and deliver to or in accordance with such application of the Company, the respective aggregate principal amount of bonds of each of the Several Series set forth in Sections 3.01 and 3A.01 hereof.

SECTION 4.02. *Issuance of Bonds by the Company—Status of Reacquired Bonds.* When the bonds shall have been authenticated and delivered by the Corporate Trustee upon the application of the Company pursuant to Section 4.01, the Company may issue the bonds so authenticated and delivered pursuant to Section 4.01 hereof solely in exchange for an equal principal amount of first mortgage pipe line bonds of El Paso; but no bond shall be entitled to the lien and security hereof until it shall have been issued by the Company. The Company may reacquire any bonds so issued by it and, so long as no event of default shall have happened and be continuing and the Company shall not be in default in the payment of interest on any of the bonds, may re-issue any bonds so reacquired (including bonds issued by way of pledge or for other limited purposes and thereafter returned to the Company) under the lien and security of this Indenture, but until the same shall have been so re-issued by the Company, no such bonds shall be entitled to the lien and security hereof. The Company, however,

shall not re-issue any bond which is required by any other provision of this Indenture to be cancelled or held by the Corporate Trustee. The Corporate Trustee may conclusively rely upon an officer's certificate as to the issuance, acquisition and re-issuance of any bonds by the Company pursuant to this Section. Nothing in this Section, however, is intended or shall be construed in such a way as to affect or impair the negotiability of any of the bonds, or as entitling the Company or any other person or persons to deny or contest the status, as fully issued hereunder and secured hereby, of any bond bearing the certificate of authentication of the Corporate Trustee, in the hands of any *bona fide* holder thereof other than the Company. No person to whom any of the bonds may be sold, pledged or otherwise negotiated shall be required to make any investigation or inquiry as to the issue or re-issue of any bonds under the provisions of this Section.

ARTICLE FIVE.

Redemption of Bonds.

Section 5.01. In case of the redemption of a part only of the bonds of a particular series, the particular bonds or portions ($1,000 or any integral multiples thereof) of bonds to be redeemed shall be selected by the Corporate Trustee in the following manner:

(a) The Corporate Trustee, subject to the provisions of clause (b) of this Section, shall prorate the principal amount of bonds of such series to be redeemed among all registered owners of bonds of such series in proportion to the principal amount of bonds of such series registered in the name of each such registered owner and shall then designate for redemption with respect to each such registered owner, according to such method (which need not be by lot) as the Corporate Trustee shall deem proper in its discretion, bonds of such series or portions thereof of the principal amount so prorated to such registered owner; provided, however, that in any such prorating pursuant to this clause (a) the Corporate Trustee shall, according to such method as it shall deem proper in its discretion, make such adjustments by increasing or decreasing by not more than $1,000 the amount which would be allocable on the basis of exact proportion to any one or more registered owners of bonds, as may be necessary to the end that the principal amount so prorated shall be in each instance an integral multiple of $1,000.

(b) The Corporate Trustee may select the bonds or portions thereof to be redeemed in accordance with the terms of a written agreement, filed with the Corporate Trustee at any time and satisfactory to it, executed by the then registered owners of all of the bonds of such series at the time outstanding, which written agreement may alter in whole or in part the procedure set forth in clause (a) of this Section.

Section 5.02. In case the Company shall desire to exercise such right to redeem and pay all or, as the case may be, any part of the bonds of a particular series, in accordance with the right reserved so to do (including bonds to be redeemed for the account of any sinking fund provided for the bonds of such series), notice of its intention to redeem and pay such bonds shall be given as hereinafter in this Section 5.02 provided. Notice of such intention, stating the date on which and the place where the bonds (or portions thereof) are to be redeemed and paid and, if less than all of the outstanding bonds of such series are to be redeemed, specifying the series and numbers of the bonds so to be redeemed in whole or in part, shall be given by deposit of such notice by the Company in the United States mail, first class, postage prepaid, addressed to the persons respectively who shall appear on the bond register of the Company to be registered owners thereof at their addresses as the same shall appear upon such bond register, not less than 30 nor more than 60 days prior to the date so fixed for redemption. Said notice shall also state that the interest on the bonds called for redemption shall cease to accrue on the designated redemption date and shall require that the bonds called for redemption be then presented for payment and redemption. No notice of redemption need be given to any holder of a bond called for redemption if such holder waives notice thereof in writing and such waiver is filed with the Corporate Trustee.

In case of redemption of a part only of the bonds of any series, except in the case of redemption of any bonds for any sinking fund, the Company shall at least forty-five days prior to the redemption date (unless a shorter notice shall be accepted by the Corporate Trustee as sufficient) notify the Corporate Trustee of the principal amount and series of bonds to be redeemed, and thereupon the particular bonds or portions thereof to be redeemed shall be selected by the Corporate Trustee in the manner provided in Section 5.01.

SECTION 5.03. At least one business day prior to the redemption date designated in such notice the Company will deposit or cause to be deposited with the Corporate Trustee, or will irrevocably direct the Corporate Trustee to apply from cash deposited with it and available for the redemption of bonds, an amount of cash equivalent to the applicable redemption price of the bonds and portions thereof so called, and the accrued interest unpaid on the principal amount of the bonds and portions thereof so called to the redemption date designated in such notice, and all proper expenses and charges payable to the Trustees hereunder. Said amount of cash so deposited with the Corporate Trustee or so directed to be applied by it, shall on and after the redemption date so designated stand in lieu of the security of this Indenture with respect to all bonds or portions thereof so called, and such bonds or such portions thereof shall not thereafter be entitled to the benefits of this Indenture, except that said amount of cash (other than amounts attributable to the expenses and charges payable to the Trustees) shall be held by the Corporate Trustee for and be paid by it to the holders of said bonds as and when the same shall be surrendered to said Trustee at any time thereafter; provided, however, that any such cash remaining unclaimed by the holders of such bonds for six years after the date the same shall have become payable, shall be paid by the Corporate Trustee to the Company, upon the application of the Company, and the holder of such bonds shall thereafter be entitled to look only to the Company for the payment thereof; provided that the Corporate Trustee, before being required to make such payment to the Company, may, at the expense of the Company, cause notice that such cash has not been so claimed and that after a date named therein it will be returned to the Company, to be published at least once in each week for three consecutive calendar weeks in a newspaper printed in the English language, customarily published on each business day and of general circulation in the city or in one such newspaper in each of the cities where such bonds are payable.

In case of a call of all of the bonds of a particular series for redemption and the deposit with the Corporate Trustee of the entire amount of the redemption price thereof including interest as herein provided, any moneys held by the Corporate Trustee in the sinking fund provided for such particular series of bonds called for redemption shall be paid by the Corporate Trustee to the Company upon the application of the Company, except moneys held for the payment of interest due on

any of said bonds prior to the redemption date or for payment of the redemption price, including interest on any of such bonds previously called for redemption out of said sinking fund moneys.

SECTION 5.04. In the event that the principal of any of the bonds or portions thereof called for redemption is payable in a city or cities where the Corporate Trustee does not have an office, said Trustee may appoint any bank, trust company or national bank located in such city as depositary of the moneys deposited under Section 5.03 in respect of the bonds the principal of which is payable in such city or cities, and may deposit such moneys with the depositary so appointed, to be applied as in Section 5.03 provided. After such deposit, unless made with it, the Corporate Trustee shall not be under any further liability in respect of the application of said moneys.

SECTION 5.05. In case of any call of bonds for redemption hereunder (due notice thereof under the terms of this Indenture having been given), the bonds and the portions thereof so called for redemption shall, on the redemption date stated in the call, become and be due and payable at their redemption price, plus interest to such redemption date, and from and after said date interest shall cease to accrue on said bonds and portions thereof, unless payment to the holders thereof is refused upon presentation pursuant to such call. The withholding of payments, during such time as may be reasonably required by the Corporate Trustee or the Company to satisfy itself as to the right of any demandant to receive the same, shall not be deemed a refusal to pay.

SECTION 5.06. If, in case of partial redemption, there shall be selected for redemption a portion of a bond, then, upon presentation of such bond, the amount payable in respect of the portion thereof so selected for redemption shall be paid to the holder of such bond or upon his order, and if the holder thereof shall so request the Company shall sign and seal and the Corporate Trustee shall thereupon authenticate and deliver to the holder thereof or upon his order, at the expense of the Company, a new bond or bonds for the unredeemed portion of said surrendered bond; or, in the absence of such request by the holder thereof, the Corporate Trustee, in lieu of authenticating and delivering a new bond or bonds for the unredeemed portion of such bond, shall

make notation thereon of the portion thereof so redeemed and return such bond to or on the written order of the holder thereof; provided, however, that payment of the redemption price of a portion of any bond may be made by the Company directly to the holder thereof without presentation or surrender thereof if there shall be filed with the Corporate Trustee an officer's certificate that such holder (or the person for whom such holder is a nominee) and the Company have entered into a written agreement that payment shall be so made, and that such holder shall not sell, transfer or otherwise dispose of such bond unless prior to delivery thereof such bond shall have been presented to the Corporate Trustee for appropriate notation thereon of the portion of the principal amount thereof which has been redeemed or shall have been surrendered in exchange for a new bond or bonds for the unredeemed balance of the principal amount thereof.

SECTION 5.07. All bonds redeemed as aforesaid shall be cancelled by or under the direction of the Corporate Trustee and shall be delivered by said Trustee to the Company upon the written request of any of its officers.

SECTION 5.08. An officer's certificate as to the giving of proper notice of such redemption, where such notice shall not have been given by the Corporate Trustee, shall be furnished to the Corporate Trustee on or before the date of redemption and such certificate shall be full and complete authority to said Trustee for any action to be taken by it pursuant to this Article.

SECTION 5.09. If at any time there shall be held by the Corporate Trustee any moneys which by any of the provisions of this Indenture are required or authorized to be applied by it to the redemption of bonds secured hereby, or which the Company shall have directed it to so apply, the Company shall, upon request of said Trustee, forthwith take or cause to be taken all action necessary to call the appropriate principal amount and series of bonds for redemption, as so required or authorized, and to cause notice thereof to be given as provided in this Article; and if the Company shall fail or refuse, upon request of said Trustee, to take or cause to be taken any such action, or give any such notice, then said Trustee is hereby irrevocably authorized and empowered, either in the name or on behalf of the Company or in its own

name as said Trustee, to call such bonds for redemption and to give such notice, with like force and effect as if taken or given by the Company. Any moneys on deposit with the Corporate Trustee which it is required or authorized to apply to the redemption of bonds called for redemption shall, on and after the date designated for the redemption thereof, be deemed to have been deposited with, and shall be held and applied by, said Trustee, as provided in Section 5.03.

ARTICLE SIX.

PARTICULAR COVENANTS OF THE COMPANY.

The Company, for itself, its successors and assigns, covenants and agrees as follows:

SECTION 6.01. That it will duly and punctually pay or cause to be paid to the several holders of all the bonds issued and outstanding hereunder the principal thereof, the premium (if any) thereon and the interest accruing thereon, on the dates and at the place and in the manner provided herein and in the bonds when and as the same become payable, whether at maturity, on redemption, by acceleration of maturity or otherwise, according to the true intent and meaning thereof.

SECTION 6.02. That in order to prevent any accumulation of claims for interest after maturity, it will not, directly or indirectly, extend or assent to the extension of the time for the payment of any claim for interest upon any of the bonds; and it will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or refunding such claims for interest. No claim for interest on any bond issued hereunder which is so extended or which in any way, at or after maturity, shall have been transferred or pledged separate or apart from the bond to which it relates (unless accompanied by such bond) shall be entitled, in the case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of the bonds issued hereunder and of all claims for interest not so transferred or pledged. When and as the interest to accrue on the bonds issued hereunder is paid, said claims for interest shall be canceled, and no purchase or sale of any past due claims for interest, nor any advance or loan thereon made by or on behalf of, or at the request of, or with the privity of, the Company, and no redemption of said claims for

interest, or any of them, by any guarantor of the payment thereof, shall be taken or shall operate to keep said claims for interest alive or in force under this Indenture, except after the prior payment in full of the principal of all the bonds and of all claims for interest not so purchased or funded. In case the time for the payment of any claims for interest on the bonds issued hereunder be extended, whether with or without the consent of the Company such claims for interest shall be subordinated to the prior payment in full of all the bonds then outstanding and of all claims for interest, the time for the payment of which shall not have been so extended.

SECTION 6.03. That it is duly authorized to do business and own property, both real and personal, in the States of Colorado, Idaho, New Mexico, Oregon, Utah, Washington and Wyoming; that, subject only to permitted encumbrances, on the effective date of this Indenture, it will own and will be possessed of the properties, contracts and securities specifically described in this Indenture and the Schedules of Mortgaged Properties annexed to this Indenture (other than excepted property), all to the extent therein stated and hereby granted, mortgaged, assigned or pledged, and has and will have good right, full power and lawful authority to grant, bargain, sell, alien, remise, release, convey, mortgage, warrant, confirm, pledge, assign, transfer and set over the same in the manner and form hereby done or intended (except that as to rights of way for portions of the pipe lines of the Company not passing through land owned by the Company, it covenants only that it has, and will continue to have so long as any of the bonds shall be outstanding, a right of way sufficient for the purpose of the operation of the pipe lines thereon, and that this Indenture is and will continue to be a first lien or charge on such rights of way subject only to permitted encumbrances); that the Company will warrant and defend the title to such properties to the Trustees against the claims of all persons whomsoever, to the extent set forth above; and that it will maintain and preserve the lien of this Indenture so long as any of the bonds issued hereunder are outstanding.

That all property of the character described in the Granting Clauses hereof and in the Schedules of Mortgaged Properties annexed to this Indenture (other than excepted property) and purported to be mortgaged and pledged hereby, which hereafter may be acquired or constructed by the Company, immediately upon the acquisition or construction thereof by the Company and without any further conveyance

or assignment, shall become and shall be subject to the lien of this Indenture as fully and completely as though now owned by the Company and specifically described herein.

SECTION 6.04. That it will cause this Indenture and any and all supplemental indentures and instruments of conveyance, transfer, assignment or further assurance (including financing and continuation statements under the Uniform Commercial Code) and notices of assignment at all times to be kept recorded and filed in such manner and in such places as may in the opinion of counsel be required by law in order fully to preserve and protect the rights of the bondholders and the Trustees hereunder in respect of the lien of this Indenture as a mortgage on real estate and interests therein (including rights of way as defined in Section 1.09) and on gas leasehold estates (whether or not real estate or interests therein), and pipe lines and appurtenances thereto, gas wells and appurtenances thereto, and buildings, structures and equipment, installed thereon, and on any other property described in this Indenture or any such supplemental indenture or other instrument, and in respect of the lien of this Indenture on the right, title and interest of the Company under, in and to contracts assigned to and pledged with the Trustees hereunder, and that it will furnish to the Corporate Trustee

(a) promptly after the execution and delivery of each such supplemental indenture or other instrument, an opinion of counsel either stating that in the opinion of such counsel

(i) such supplemental indenture or other instrument (and any financing or continuation statement under the Uniform Commercial Code) has been properly recorded and filed so as to make effective the lien intended to be created thereby on real estate and interests therein (including rights of way as defined in Section 1.09) specifically described in such supplemental indenture or other instrument and on gas leasehold estates (whether or not real estate or interests therein) specifically described in such supplemental indenture or other instrument, and pipe lines and appurtenances thereto, gas wells and appurtenances thereto, and buildings, structures and equipment, installed thereon or on other property specifically described in such supplemental indenture or other instrument (except in each case as to properties which at the date of such opinion have been released or disposed of pursuant to the terms of this Indenture), and

(ii) all necessary notices of assignment have been duly filed or recorded in order to make effective the lien intended to be created by such supplemental indenture or other instrument on the right, title and interest of the Company under, in and to any contracts assigned to and pledged with the Trustees by such supplemental indenture or other instrument,

and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and

(b) on or before July 1 of each year, beginning with the year 1974, an opinion of counsel either (i) stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording and refiling of this Indenture and of each such supplemental indenture or other instrument, or of notices of assignment and financing and continuation statements under the Uniform Commercial Code, as is necessary to maintain the lien of this Indenture as a mortgage on real estate and interests therein (including rights of way as defined in Section 1.09) specifically described in this Indenture or any such supplemental indenture or other instrument and on gas leasehold estates (whether or not real estate or interests therein) specifically described in this Indenture or any such supplemental indenture or other instrument, and pipe lines and appurtenances thereto, gas wells and appurtenances thereto, and buildings, structures and equipment, installed thereon or on other property specifically described in such supplemental indenture or other instrument (except in each case as to properties which at the date of such opinion have been released or disposed of pursuant to the terms of this Indenture), and to maintain the lien of this Indenture on the right, title and interest of the Company under, in and to the contracts assigned to and pledged with the Trustees hereunder, and reciting the details of such action, or (ii) stating that in the opinion of such counsel no such action is necessary to maintain such lien. Such counsel may make reference to opinions previously rendered to the Trustees, or either of them, in which are set forth pertinent details of the actions taken.

The requirements of this Section as to filing and recording shall be deemed to be complied with if any opinion of counsel required by this Section shall state that this Indenture or the supplemental indenture or other instrument in question has been deposited for recording and/or filing in each public office in which it is required to be recorded and/or filed and that, in the opinion of such counsel, such deposit in itself constitutes notice of such instrument and no further action need be taken by the Company to make effective the lien created thereby.

That it will do and perform all matters or things necessary or expedient to be done or observed by reason of any law of the United States or of any State or any other competent authority, for the purpose of creating, performing and maintaining the trust hereby created, for the security of the payment of the bonds and the interest thereon, and to perform all the obligations hereby imposed upon the Company.

That it will execute and deliver such further instruments (which instruments may provide that defaults in the conditions or covenants thereof shall constitute defaults in the conditions or covenants of this Indenture) and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture and to make subject to the lien hereof any property, rights or interests described herein and/or intended to be covered hereby and/or any property, rights or interests hereafter acquired and intended to be covered hereby and/or to transfer to any new trustee or trustees the estate, powers, instruments or funds held in trust hereunder; and that it will duly and punctually perform each and every covenant which may be contained in any such instrument supplemental hereto executed in accordance with the provisions hereof.

Nothing in this Section contained shall be construed as requiring the Trustees, or making it a part of the duty of the Trustees, to examine as to, or to determine the necessity for, any filing or refiling, recording or re-recording, deposit or re-deposit, registration or re-registration of this Indenture or of any other instrument, and the Trustees shall incur no liability whatsoever by reason of their neglect or failure at any time to require this Indenture and/or any other instrument so to be filed or re-filed, recorded or re-recorded, deposited or re-deposited or registered or re-registered.

The Corporate Trustee is hereby authorized to and will execute and file such continuation statements with respect to financing statements under the Uniform Commercial Code relating to the security interest created hereunder as may be specified from time to time in written instructions delivered by any holder or holders of more than 5% in aggregate principal amount of the bonds then outstanding (which instructions may, by their terms, be operative only at a future date and which shall be accompanied by the form of such continuation statement so to be filed).

SECTION 6.05. That it will from time to time promptly pay and discharge all mortgage recording and/or filing fees and charges, and all taxes, assessments, water rates and governmental charges or levies legally imposed upon this Indenture or the mortgaged property or any part thereof, or upon the interest of the Trustees therein, or upon the income and profits thereof, the lien whereof might or could be held to be prior to the lien hereof, so that the same shall not fall into arrears, and so that the priority of the lien of this Indenture shall be duly preserved; that it will not suffer any mechanics', laborers' or other liens (except permitted encumbrances, or liens or encumbrances subject to which property is acquired or purchase money mortgages or liens created by the Company within the limitations provided by Section 6.17) to be hereafter created or remain upon the mortgaged property, or any part thereof, or the income therefrom, prior to the lien of this Indenture; and within thirty days after the accruing of any lawful claims or demands for labor, material, supplies or other objects, which if unpaid might by law be given precedence over this Indenture as a lien or charge upon the mortgaged property or any part thereof or the income therefrom, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; and that it will not knowingly do or suffer any matter or thing whatsoever whereby the lien of this Indenture might or could be impaired; and that it will duly observe and conform to all valid acts, rules, regulations, orders, directions and other requirements of any governmental authority relative to any of the mortgaged property, and will maintain said mortgaged property in full compliance therewith and in condition satisfactory to and approved by insurance companies and the board of underwriters and other similar organizations as to risks covered by insurance; provided, however, that nothing contained in this Section 6.05 shall require the Company to pay or cause to be paid any such tax, assessment, levy or governmental charge or other claim or to conform to any such act, rule, regulation, order, direction or other requirement of any governmental authority so long as the Company in good faith shall contest the validity thereof by appropriate proceedings and no prejudice or loss to the interests of the holders of the bonds may, in the opinion of the Trustees, or either of them, result therefrom.

SECTION 6.06. That, subject to the provisions of Section 7.01, it will, at its own cost and expense, do and cause to be done all things necessary to preserve and keep in good repair, working order and condition all of the property which is now or hereafter may be subject to the lien of this Indenture or of any indenture supplemental hereto, and keep in full force and effect all its rights, privileges, permits and franchises hereby mortgaged, pledged or assigned and from time to time make all needful and proper repairs and renewals and replacements to the extent necessary in order that at all times the efficiency of the pipe lines, delivery systems, plants and properties of the Company hereby mortgaged shall be fully preserved and maintained and do or cause to be done all things necessary to preserve and to keep valid and intact the lien and encumbrance hereby created.

The Company covenants that each of its subsidiaries will do or cause to be done all things necessary to preserve and keep in good repair, working order and condition all of the property which may from time to time be owned by them respectively and from time to time will make all needful and proper repairs, renewals and replacements thereof, and will keep in full force and effect all their rights, privileges, ordinances and franchises, all to the extent necessary so that at all times the efficiency of the pipe lines, delivery systems, plants and properties of the subsidiaries shall be fully preserved and maintained, and will to the best of their ability maintain, preserve and cause to be extended and continued, until the satisfaction of this Indenture, all their rights and their corporate existence and corporate rights and privileges granted and confirmed by law or otherwise to them, provided, however, that nothing herein contained shall be construed to obligate any subsidiary to retain, preserve, repair, renew or replace any property, rights, privileges, ordinances or franchises no longer used or useful in the conduct of its business, or to obligate the Company or any subsidiary to continue and maintain the corporate existence and corporate rights and privileges of such subsidiary if the Company shall determine that it is advisable and in the best interests of the Company and the holders of the bonds hereunder that such subsidiary be dissolved or that its separate corporate existence be otherwise terminated. In the event of such dissolution or other termination of the corporate existence of such subsidiary the applicable provisions of Article Eight shall be complied with.

SECTION 6.07. That it will keep all the mortgaged property which is of a character usually insured by companies similarly situated insured against loss, damage or liability by fire or other risks against

which insurance is usually carried by such companies operating in the same territory and/or under similar climatic conditions (including war damage insurance, as and to the extent generally available from an agency of the United States Government upon terms believed by the Company to be not unreasonable) to a reasonable amount, by a reputable insurance company or companies (which term shall include stock companies, mutual companies, reciprocal and Lloyds associations), any one loss in excess of $100,000 to be made payable to the Corporate Trustee as its interests may appear; and, if so requested in writing by the Trustees or either of them, will cause policies for such insurance to be delivered to the Corporate Trustee. The Corporate Trustee, however, shall not be under any duty to demand possession of the policies.

The Company will deposit with the Corporate Trustee during the month of September in each year, and at such other times as the Corporate Trustee may demand, a detailed statement signed by the Treasurer or an Assistant Treasurer of the Company of the insurance policies outstanding and in force at the date of such statement upon the aforesaid property of the Company or any part thereof, including the names of the insurance companies which have issued the policies, the amounts and dates of expiration thereof, the property covered thereby and the names of the beneficiaries, and stating that such insurance complies with the requirements of this Section 6.07.

The Company covenants and agrees that any insurance moneys received directly by it shall be applied only to the replacement of and/or to improvements on the mortgaged property and that to the extent not so applied the same shall be promptly deposited with the Corporate Trustee, subject to withdrawal in accordance with the provisions of the next succeeding paragraph of this Section 6.07.

Any insurance moneys received by the Trustees or either of them shall be held by the Corporate Trustee and upon receipt of an application of the Company so requesting shall be paid over to the Company for expenditures made in repairing or replacing the damaged or destroyed lands, buildings or property for which such insurance moneys were paid, upon receipt by the Corporate Trustee of a certificate of the Treasurer or an Assistant Treasurer of the Company showing the cash expenditures made for such purposes, and stating that the same do not exceed the fair value to the Company of such repairs or replacements.

In the case of any adjustment of any loss covered by any policies of insurance, the Trustees shall be protected in acting upon the adjustment agreed to and accepted by the Company and set forth in a statement signed in the name of the Company by its President or one of its Vice Presidents or its Secretary or Treasurer, and the Trustees shall be under no liability or duty to look beyond such statement, but shall be fully protected in acting in accordance therewith.

SECTION 6.08. That, so long as any of the bonds are outstanding,

(a) the Company will not permit any of its subsidiaries

(1) to sell, transfer or otherwise dispose of all or substantially all of its assets and property, except to the Company or to a corporation which is or then will be a subsidiary, or to consolidate with or merge into any other corporation, except the Company or a corporation which is or then will be a subsidiary; or

(2) to issue any additional shares of its capital stock unless after such additional shares shall have been issued, the Company shall own no less than the percentage of the then issued and outstanding shares of capital stock and of stock entitled to vote on the election of directors of such subsidiary which the Company owned prior to such issuance;

(b) the Company will forthwith deliver to the Corporate Trustee all stock certificates representing additional shares of capital stock issued by any subsidiary to it, and all stock certificates representing shares of stock of any controlled corporation owned by it and all obligations or other securities of any controlled corporation which the Company may desire to pledge hereunder, and will execute and deliver to the Corporate Trustee all instruments of assignment or transfer or supplemental indentures which, in the opinion of counsel, may be necessary to subject the same to the lien of this Indenture;

(c) the aggregate amount of the investments of the Company and its subsidiaries in all persons other than subsidiaries shall not at any one time exceed the sum of $3,000,000 in the case of Pacific Northwest Realty Corporation, a Delaware corporation, plus the aggregate sum of $25,000,000 in respect of other such persons; provided, however, that in any computation for the purposes of this subdivision (c), shares of stock, obligations or other securities or evidences of interest in a person other than a subsidiary acquired by the Company through the issuance in exchange therefor of stock of the Company of any class or

classes and/or through the application of the proceeds of the substantially simultaneous sale of stock of the Company of any class or classes shall not be deemed to constitute an investment in such person;

(d) neither the Company nor any subsidiary or controlled corporation shall, directly or indirectly, pay any funds to or for the account of, make any investment in, advance gas payment to or short-term investment in, or furnish any services to, or lease, sell, transfer or otherwise dispose of any assets, tangible or intangible, or securities to, or purchase, lease or otherwise acquire any assets, tangible or intangible, or securities from, any controlling corporation or any affiliate thereof (other than a corporation all the outstanding capital stock of which is owned by the Company); provided, however, that notwithstanding the provisions of this subdivision;

(i) the Company may declare and pay any dividend permitted by Section 6.12;

(ii) a subsidiary or controlled corporation may declare and pay dividends to its shareholders;

(iii) the Company or any subsidiary or controlled corporation may pay salaries and fees to its officers and directors for services rendered in such capacities and may pay fees for services and advice (in an amount which bears a reasonable relationship to the amount and type of such services and advice) to directors who provide such services and advice generally on a fee basis to persons other than the Company or such subsidiary or controlled corporation;

(iv) the Company or any subsidiary or controlled corporation may make sales to or purchases from or furnish services to or enter into leases with any controlling corporation or any affiliate thereof and, in connection therewith, extend credit or make payments, and may make payments for services rendered by such controlling corporation or any affiliate thereof, if such sales, purchases, leases, extensions of credit or payments are made or such services are rendered in the ordinary course of business and on terms and conditions at least as favorable to the Company or such subsidiary or controlled corporation as the terms and conditions which would apply in a similar transaction with a person other than any controlling corporation or any such affiliate;

(v) the Company or any subsidiary may make advance gas payments if the terms and conditions of such payments are at least as favorable to the Company or such subsidiary as

the terms and conditions which could have been obtained at the time of such payment in a similar transaction with a person other than a controlling corporation or any such affiliate; and

(vi) the Company or any subsidiary or controlled corporation may make payments of principal, interest and premium on any indebtedness of the Company or such subsidiary or controlled corporation held by a controlling corporation or any such affiliate if the terms and conditions of such indebtedness are at least as favorable to the Company or such subsidiary or controlled corporation as the terms and conditions which could have been obtained at the time of the creation of such indebtedness in a similar transaction with a person other than a controlling corporation or any such affiliate; and

(e) except as set forth in the proviso below, neither the Company nor any subsidiary or controlled corporation will consolidate with or merge into any controlling corporation or any affiliate thereof nor shall any controlling corporation or any such affiliate consolidate with or merge into the Company or any controlled corporation or subsidiary, in either case singly or with one or more other corporations, except on terms and conditions at least as favorable to the Company or such controlled corporation or subsidiary, as the case may be, as those which would apply in a similar transaction with a person other than a controlling corporation or such affiliate and then only so long as such merger or consolidation is otherwise permitted by and is in compliance with the other provisions of this Indenture, including Sections 13.01 and 13.02 hereof; provided, however, that anything in this subdivision (e) of this Section 6.08 to the contrary notwithstanding, any subsidiary or controlled corporation all the outstanding capital stock (other than director's qualifying shares) of which is owned by the Company may consolidate with or merge into the Company or any other such subsidiary or controlled corporation and the Company may consolidate with or merge into any such subsidiary or controlled corporation so long as any such merger or consolidation is otherwise permitted by and is in compliance with the other provisions of this Indenture, including Sections 13.01 and 13.02 hereof.

The term "investment" of the Company, a subsidiary or a controlled corporation shall, for purposes of this Section 6.08 and Section 6.12, include all investments (other than advance gas payments and short-term investments) made by the Company, such subsidiary or controlled corporation by way of stock purchase, capital contribution, loan, advance, acquisition of indebtedness, guaranty of any indebted-

indebtedness of any person or otherwise including, but without limitation, any liability arising from obligations of others guaranteed or endorsed (otherwise than for purposes of collection in the ordinary course of business) by the Company or such subsidiary or controlled corporation or which the Company or such subsidiary or controlled corporation is obligated, contingently or otherwise, to purchase, or on which the Company or such subsidiary or controlled corporation is otherwise contingently liable but excluding indebtedness of employees to the Company, a subsidiary or controlled corporation in the ordinary course of business.

The aggregate amount of all investments shall be computed in accordance with sound accounting practice, provided, however, that, in computing the amount of any investment in any person:

(1) the amount of any investment existing at February 1, 1974, shall be the amount at which such investment was reflected on that date on the books of the Company or a subsidiary or controlled corporation;

(2) in the case of any investment made in cash after February 1, 1974, the amount of such investment shall be the amount of the cash so invested, and in the case of any investment made in property after such date, shall be the fair value of such property (as determined by the Board of Directors of the Company) or the net book value of such property on the books of the Company or such subsidiary or controlled corporation (in accordance with sound accounting practice) at the time of the making of such investment (whichever is greater);

(3) undistributed earnings of such person shall not be included;

(4) there shall not be deducted from the amounts invested in such person any amounts paid to the Company, a subsidiary or controlled corporation as earnings on its investment therein, whether by way of dividends, interest or payments of the same nature;

(5) there shall be disregarded all increases or decreases in value or write-ups, write-downs, or write-offs after February 1, 1974, of investments in such person; and

(6) a guarantee or other similar liability in respect of any indebtedness of any person shall be deemed an investment equal to the

principal amount of such indebtedness plus the net amount which the Company, a subsidiary or controlled corporation has paid by reason of its guarantee.

The term "advance gas payments" as used in this Section 6.08 means and includes all payments made by the Company or any subsidiary (a) to producers or pipeline companies for gas in advance of receiving such gas, (b) to producers for exploration for gas or liquid hydrocarbons where the Company has first call on such gas and/or liquid hydrocarbons discovered from producing wells and where the producer is required to refund any such payment without interest to the extent that the project does not result in sufficient production to repay in full such payments, and (c) to producers for discovered gas in place but not yet produced where the Company has first call on any such gas produced, if, but only if, any such payment under (a), (b) or (c) is allowed by the Federal Power Commission for rate treatment purposes to be recouped in rates charged to customers.

The term "short-term investments" as used in this Section 6.08 means (a) securities issued or guaranteed by the Government of the United States and maturing not more than 18 months after date of purchase, (b) open market commercial paper with an original maturity not in excess of 12 months which, at the date of acquisition, has the highest credit rating by either Standard & Poor's Corporation or Moody's Investors Service, Inc., and (c) negotiable certificates of deposit with a maturity of 12 months or less issued by banks organized and doing business under the laws of the United States of America or any State thereof and having a combined capital and surplus of not less than $50,000,000, to the extent that the aggregate of such certificates of deposit in any one bank shall not exceed 5% of the combined capital and surplus of such bank.

SECTION 6.09. That the Company, at all times until the payment of the principal of all the bonds, will keep an office or agency in the Borough of Manhattan, City and State of New York, the address of which shall be furnished to the Corporate Trustee, at which may be left or to which may be mailed notices to and demands upon the Company, which shall constitute due service thereof upon the Company. If the Company shall fail to maintain such office or agency, or shall

fail to furnish the Corporate Trustee the address thereof, the corporate trust office of the Corporate Trustee shall be an office or agency for such purpose.

SECTION 6.10. That it will not issue, sell, exchange or dispose of any bonds secured hereby in any manner contrary to the provisions of this Indenture.

SECTION 6.11. That, so long as any of the bonds remain outstanding hereunder, the charges for depreciation made by the Company and its subsidiaries for each calendar month will be not less than 1/12th of an amount equal to 3½% of (i) in the case of the Northwest Division Properties, the gross depreciable amounts of all such properties as shown on the books of El Paso at the time of acquisition thereof by the Company from El Paso, and (ii) in the case of any other properties owned by the Company and its subsidiaries (including replacements of or additions to the Northwest Division Properties), the amounts recorded in the fixed property accounts of the Company and its subsidiaries in respect thereof; provided, however, that if the Federal Power Commission or other regulatory body having authority in the premises shall permit the Company to make charges for depreciation of such properties at a rate higher than 3½% per annum, then the Company and its subsidiaries shall make such charges at such higher rate but not in excess of 4% per annum; the amounts so recorded in the fixed property accounts of the Company and its subsidiaries to be taken in each instance as of the end of the month next preceding the month for which such computation is being made; provided, however, that in applying the foregoing percentages there shall be deducted in each case from the amount recorded in such fixed property accounts (i) a proper allowance, determined in accordance with sound accounting practice, for the estimated net salvage value, if any, of the property in question, and (ii) amounts so recorded in respect of property for which provision for depreciation has theretofore been made in an amount equal to the amount so recorded in respect of such property less proper allowance for estimated net salvage value as provided in (i) above.

The foregoing provisions of this Section 6.11 shall have no application to provision for depreciation and depletion of gas production properties or to charges for depreciation or to provision for depreciation and depletion in respect of oil, by-product and petrochemical properties

or metallic or mineral properties or other properties not subject to the lien of this Indenture, and references in this Section 6.11 to amounts recorded in fixed property accounts of the Company and its subsidiaries shall not include any amounts so recorded in respect of gas production properties or of oil, by-product and petrochemical properties or metallic or mineral properties or other properties not subject to the lien of this Indenture. The provision for depreciation and depletion of gas production properties made by the Company and its subsidiaries for each calendar month shall be in the amounts resulting from the "Unit of Production" method and shall be determined by multiplying the units produced during such month from the properties in question by rates computed by dividing the net depreciable and depletable investment in such properties by the estimated recoverable reserves attributable thereto remaining as of the beginning of such month. The net depreciable and depletable investment shall be the cost of the gas production properties as recorded in the fixed property accounts of the Company or a subsidiary (less proper allowance for the estimated net salvage value thereof) reduced by the accumulated depreciation and depletion reserve recorded in the books of the Company or of such subsidiary in respect of such properties.

If at any time the Federal Power Commission or other regulatory body having authority in the premises shall have limited or reduced the amounts which may be charged by the Company and/or any subsidiary for depreciation or depletion to amounts less than those resulting from the application of the foregoing provisions of this Section 6.11, then the maximum amounts permitted by such Commission or other regulatory body shall be charged in lieu of the amounts hereinabove provided for.

SECTION 6.12. That, so long as any of the bonds are outstanding, the Company will not, directly or indirectly,

(a) declare or pay any dividends or make any other distribution on any of its capital stock of any class (other than cash dividends on shares of any class of such stock ranking prior to the Common Stock in respect of dividends or assets at the rate applicable to such shares under the Certificate of Incorporation of the Company, as amended from time to time, and other than dividends on Common Stock paid solely in shares of Common Stock of the Company), or

(b) purchase, redeem or otherwise retire for a consideration any shares of its capital stock of any class (otherwise than in a transaction involving the purchase, redemption or retirement of shares of capital stock of the Company, other than its Common Stock, in exchange for or from the proceeds of the substantially simultaneous sale of other shares of capital stock of the Company and not resulting in a reduction of the total capitalization of the Company below an amount equal to 133⅓% of the aggregate principal amount of all outstanding funded debt and excess current debt of the Company), except any shares of any class of stock ranking prior to the Common Stock in respect of dividends or assets which may be purchased, redeemed or otherwise retired to the extent required to comply with the provisions of any sinking fund applicable to such shares under the Certificate of Incorporation of the Company, as amended from time to time,

if

(i) any such dividend is declared to be payable more than 75 days after the date of declaration; or

(ii) after giving effect to such dividend, distribution, purchase, redemption or retirement, the aggregate principal amount of all funded debt and all excess current debt of the Company would exceed 75% of the total capitalization of the Company; or

(iii) after giving effect to such dividend, distribution, purchase, redemption or retirement, the aggregate amount so declared or distributed for all such dividends or distributions or expended for all such purchases, redemptions or retirements after January 31, 1974, plus the amount of any cash dividends paid on any shares of its capital stock of any class ranking prior to its Common Stock (other than amounts so paid which represent the disbursement of sums received by the Company as accrued dividends as a part of the selling price of any such shares) after January 31, 1974, to and including the date of declaration, in the case of a dividend, or the date of payment, in any other case, would exceed the greater of (a) 70% of the net earnings of the Company for such period or (b) the amount by which such aggregate net earnings of the Company exceeds $10,000,000, less, in each case, the amount of expenditures for retirement or sinking fund payments on any shares of its capital stock of any class ranking prior to its Common Stock in any year in which as of the end of any quarter Common Stock equity of the Company is less than 25% of the total capitalization of the Company.

The term "Common Stock equity of the Company" shall mean, at any date as of which the amount thereof is to be determined, the aggregate of the amount of the Common Stock liability of the Company, plus (or minus in the case of a deficit) the capital surplus applicable to the Common Stock and earned surplus of the Company, plus any premium on Common Stock of the Company, all as determined in accordance with sound accounting practice.

The term "total capitalization of the Company" shall mean, at any date as of which the amount thereof is to be determined, the aggregate of (a) the amount of the capital stock liability of the Company, plus (or minus in the case of a deficit) the capital surplus and earned surplus of the Company, plus any premium on capital stock of the Company of any class less investments by the Company (other than the investment of not exceeding $3,000,000 in Pacific Northwest Realty Corporation, a Delaware corporation) in any person other than a subsidiary, all as determined in accordance with sound accounting practice, (b) the aggregate principal amount of all funded debt of the Company outstanding on such date and (c) the aggregate principal amount of all excess current debt of the Company outstanding on such date. The term "funded debt" shall mean all indebtedness of the Company (other than permitted indebtedness as hereinafter defined), which matures by its terms, or is renewable at the option of the obligor or borrower to a date, more than one year after the date of its creation or incurring by the Company or more than one year after the date of the acquisition by the Company of property subject to a lien securing the same. The term "excess current debt" of the Company shall mean all current debt ("current debt" meaning all indebtedness for borrowed money maturing by its terms not more than one year after the date of creation, incurrence, or assumption thereof and not extendible or renewable by its terms at the option of the borrower or obligor) of the Company in excess of an amount equal to 10% of the aggregate principal amount of all funded debt of the Company at the time outstanding.

For the purposes of this Section 6.12, the term "permitted indebtedness" of the Company means and includes

(i) any indebtedness secured solely by a lien or encumbrance on any gas and/or oil production property existing at

the time of the acquisition of such property by the Company or indebtedness created or incurred for the purpose of renewing, refunding or extending any indebtedness secured by any such lien or encumbrance, if the Company shall not have created, incurred, assumed, guaranteed or otherwise have obligated itself for the payment of any such indebtedness and if any lien or encumbrance securing any such indebtedness does not extend to any property of the Company except the gas and/or oil production property originally acquired by the Company, replacements thereof and any wells drilled or other fixed improvements installed or constructed thereon;

(ii) obligations secured by liens and encumbrances which are "permitted encumbrances" under the provisions of this Indenture, other than liens and encumbrances permitted solely because the same are junior to the lien of this Indenture;

(iii) amounts carried on the liability side of the balance sheet of the Company representing contributions by a customer toward the cost of construction of pipe lines or other facilities to serve such customer; and

(iv) indebtedness representing unsecured advances made by or on behalf of customers either (a) toward the cost of construction or acquisition of pipe lines or other facilities to serve such customers or (b) toward the cost of acquisition or development of gas production properties, which indebtedness is payable only out of all or a portion of gas bills for deliveries of gas to the customers by or on whose behalf such advances were made.

For the purposes of this Section 6.12, the amount of any dividend declared or distribution or payment made in property of the Company shall be deemed to be the book value of such property at the time of declaration in the case of dividends, or at the date of distribution or payment in any other case.

The Company will not permit any subsidiary or any controlled corporation to purchase any shares of any class of capital stock of the Company from any person other than the Company.

For the purposes of this Section 6.12, the term "net earnings of the Company" means the sum of the operating revenues and other income of the Company, less all proper deductions for operating expenses, taxes (including income taxes or other taxes based upon or measured by or in respect of net earnings or income or based upon or measured by or in respect of undistributed net earnings or income) and interest

charges (exclusive of interest or taxes properly capitalized as interest or taxes during construction), appropriations to retirement or depreciation reserves for properties other than gas or oil production properties and provisions for depreciation and depletion of gas and oil production properties (which appropriations to retirement or depreciation reserves with respect to properties referred to in the first paragraph of Section 6.11 and which provisions for depreciation and depletion with respect to gas production properties shall be in amounts not less than those required by the provisions of Section 6.11 as in effect from time to time), the amount, if any, by which cumulative long-term debt retirements exceed cumulative depreciation, depletion and amortization accruals as set forth in the financial statements of the Company furnished to the Corporate Trustee pursuant to Section 6.14 hereof and other appropriate items, all determined in accordance with sound accounting practice; provided, however, that in computing the amount of the net earnings of the Company as aforesaid (A) any interest received by the Company on obligations or indebtedness of any subsidiary or controlled corporation may be included in other income of the Company only to the extent that (i) such interest is not in excess of the net earnings available for interest of such subsidiary or controlled corporation, computed in accordance with sound accounting practice, for the period in respect of which such interest was paid (after first deducting from such net earnings available for interest an amount equal to all interest, if any, accrued for such period on obligations or indebtedness of such subsidiary or controlled corporation held by others than the Company and ranking prior to or on a parity with the obligations or indebtedness of such subsidiary or controlled corporation held by the Company in respect of which such interest was received) or (ii) such interest is properly capitalized by such subsidiary or controlled corporation as interest during construction in accordance with sound accounting practice; and any dividends received by the Company on stock of any subsidiaries or controlled corporations may be included in other income of the Company only to the extent that the aggregate amount of such dividends is not in excess of the combined net earnings of all subsidiaries and controlled corporations applicable to the stock interest of the Company in such subsidiaries and controlled corporations, computed as to each subsidiary or controlled corporation, in accordance with sound

accounting practice, from the date on which such subsidiary or controlled corporation became a subsidiary or controlled corporation to the date of the most recent payment of a dividend to the Company by any subsidiary or controlled corporation, and (B) no deduction or adjustment shall be made for or on account of (i) any charges for redemption or prepayment premiums or other expenses in connection with the retirement by the Company, by redemption, payment or otherwise, of any of its bonds, debentures, promissory notes or preferred stocks or any charges for the write-off of the unamortized portion of any debt discount and expense applicable to any such retired bonds, debentures, notes or preferred stocks remaining at the time of the retirement thereof, or any expenses in connection with the creation, issuance or sale by the Company of any of its bonds, debentures, promissory notes, preferred stocks or Common Stock, (ii) interest, taxes or other overhead charges during construction to the extent chargeable to fixed property accounts of the Company in accordance with sound accounting practice and so charged, (iii) any profits realized or losses sustained in the sale of fixed properties or securities by the Company, (iv) any earned surplus adjustments properly applicable to any period or periods prior to February 1, 1974, other than adjustments required to give effect to assessments of additional income taxes paid by the Company or refunds of income taxes received by the Company applicable to any fiscal period or periods prior to February 1, 1974, or (v) any charges for amortization or elimination of gas plant adjustment accounts or acquisition adjustment accounts or other intangibles.

There shall not be included in computations under this Section any amounts representing the interest of the Company in undistributed earnings of any person.

In the event that, at the time of any determination of net earnings of the Company for purposes of this Section 6.12, the Company shall be collecting increased rates which have been placed in effect subject to refund by order of the Federal Power Commission or other governmental regulatory authority or any court, in any proceeding relating to such rate increase, the revenues resulting from such rate increase shall be taken into account in such determination to the extent that the

inclusion of such revenues does not, in the opinion of independent accountants retained by the Company, result in the Company's earning a rate of return in respect of its Common Stock equity on its business subject to rate regulation in excess of such rate of return last allowed to the Company by the Federal Power Commission or other governmental regulatory authority having jurisdiction in the premises.

SECTION 6.13. That proper books of record and account will be kept by it, in which full, true and proper entries will be made of all dealings and transactions in relation to the mortgaged and pledged property and the affairs of the Company.

SECTION 6.14. That

(a) within four months after the end of each fiscal year of the Company (commencing with the fiscal year ending December 31, 1974), the Company will file with the Corporate Trustee (i) a consolidated profit and loss statement of the Company and its subsidiaries for such fiscal year, (ii) a consolidated balance sheet of the Company and its subsidiaries as of the end of such fiscal year, and (iii) an analysis of surplus for such fiscal year, all accompanied by the certificate or opinion of an independent accountant satisfactory to the Corporate Trustee; it being understood that the financial statements above referred to may include in the consolidation the accounts of any corporation which is a controlled corporation as defined herein; and

(b) within four months after the end of each calendar year (commencing with the calendar year ending December 31, 1974), the Company will file with the Corporate Trustee a certificate of the Company stating whether or not to the best of the knowledge of the signers the Company is in default in the performance of any covenant contained in this Indenture or the Trust Indenture, dated as of January 31, 1974, between the Company and The Chase Manhattan Bank (National Association), as Trustee, and, if so, specifying each such default of which the signers may have knowledge; and

(c) at such times as the Corporate Trustee shall request, the Company will file with the Corporate Trustee such other financial statements and information concerning the operations and financial affairs of the Company and its subsidiaries and controlled corporations as the Corporate Trustee may from time to time request.

Until there shall be filed with the Corporate Trustee an officer's certificate stating that the fiscal year of the Company has been changed and specifying the new fiscal year, the fiscal year of the Company shall be deemed to be the calendar year.

SECTION 6.15. That it will at all reasonable times permit the Trustees and their agents to enter upon the properties of the Company and its subsidiaries and all parts thereof for the purpose of investigating and inspecting the condition thereof. Whenever the holders of at least 25% in principal amount of the bonds outstanding hereunder shall so request in a written notice served upon the Company and the Corporate Trustee, but not more frequently than once every five years, the Company shall appoint an independent engineer to make an inspection of the mortgaged property.

The Company shall cause such independent engineer, within a reasonable time after the date of his appointment, to report to the Company and to the Corporate Trustee whether or not the properties of the Company and its subsidiaries, as an operating system or systems, have been maintained in good repair, working order and condition, and as to whether or not all property that is no longer used or useful in the business of the Company and its subsidiaries has been duly recorded as retired on their respective books. If such independent engineer shall report that the properties of the Company and its subsidiaries, as an operating system or systems, have not been so maintained, he shall state clearly in his report the character and extent and estimated cost of making good such deficiency, and, if longer than one year, the time reasonably necessary to make good such deficiency, and if he shall report that there is property no longer used or useful which has not been recorded as retired on the books of the Company or any subsidiary, he shall briefly describe such property and state the aggregate retirement which should be stated on the books of the Company or such subsidiary with respect to such property. Said report shall be placed on file by the Corporate Trustee and shall be open to inspection by any bondholder at any reasonable time.

If the Company, within thirty days after the filing of the report of such independent engineer, shall by written instrument filed with the Corporate Trustee object to and disapprove any of the statements in such report, the matters so objected to and disapproved shall be

forthwith referred to three arbitrators selected in the following manner. The Corporate Trustee, within ten days after the expiration of said period of thirty days, shall name one arbitrator and give notice of such selection to the Company. Within ten days after receipt of such notice, the Company shall name one arbitrator and give notice of such selection to the Corporate Trustee, and failure so to do shall entitle the Corporate Trustee to name an arbitrator to represent the Company. The two thus selected shall, within twenty days after the appointment of the arbitrator representing the Company, select a third arbitrator, but if said arbitrators do not, within said twenty days, agree upon such third arbitrator, then, upon the election of either the Company or the Corporate Trustee, the person who is the District Judge of the United States District Court for the District of Utah, senior in service, shall have the power to appoint such third arbitrator, upon application to said District Judge by either party on five days' notice thereof to the other party. Each of the three arbitrators so selected shall be an independent engineer. The written decision of a majority of such arbitrators shall be filed as soon as practicable with the Corporate Trustee and a copy thereof delivered to the Company, and shall be binding upon the Corporate Trustee, the Company and the bondholders.

Pending the final determination pursuant to the foregoing provisions of this Section 6.15 as to whether or not the Company and its subsidiaries have maintained their respective properties, as an operating system or systems, in good repair, working order and condition, and as to whether or not property which is no longer used or useful has been recorded as retired on the books of the Company or its subsidiaries, no statement contained in any report of any independent engineer filed with the Corporate Trustee as hereinbefore in this Section provided shall be deemed to be in any way evidence or proof of a failure of the Company to comply with this Section 6.15 or with Section 6.06.

The Company shall, subject to the provisions of the last paragraph of this Section 6.15, with all reasonable speed, do or cause its subsidiaries to do such maintenance work as may be necessary to make good any such maintenance deficiency as shall have been determined to exist as hereinabove provided at the time of the report of such independent engineer or at the time of such decision of arbitrators, as the case may be, whereupon such independent engineer or such arbitrators, as the

case may be, shall report in writing to the Corporate Trustee whether such deficiency has been made good; provided, however, that in case of the refusal or inability of such independent engineer or such arbitrators to act within such period as the Corporate Trustee shall deem reasonable, the Corporate Trustee may in its discretion accept, in lieu of such a report, a certificate of the Company that such deficiency has been made good or appoint another independent engineer to make a report whether such deficiency has been made good.

The Company shall, if the report of such independent engineer or such decision of arbitrators, as the case may be, shall state that there has not been recorded as retired on the books of the Company or any of its subsidiaries property which is no longer used or useful, forthwith make appropriate entries on its books recording the retirement of such property and shall deliver to the Corporate Trustee a certificate of the Company stating that such entries have been made.

Unless the Corporate Trustee shall be so advised in writing by such independent engineer or, if arbitration shall have been invoked, by arbitrators or by a certificate of the Company accepted by the Corporate Trustee, as the case may be, within one year from the date of any report of an independent engineer or any decision of arbitrators, as the case may be, determining a maintenance deficiency to exist, or such longer period as may be reported by such independent engineer or the arbitrators, as the case may be, to be reasonably necessary for the purpose, that such deficiency has been made good, the Company shall be deemed to have defaulted in the due performance of the covenants of this Section 6.15 (unless the Company shall have been relieved of compliance by the last paragraph of this Section 6.15), so far as concerns the maintenance of the mortgaged property; and in any proceedings consequent upon such default, said report or reports of such independent engineer or said decision or decisions of such arbitrators, as the case may be, shall be conclusive evidence against the Company of the existence of the facts and conditions therein set forth, and the Corporate Trustee shall be fully protected in relying thereon.

All expenses incurred pursuant to this Section 6.15 shall be borne by the Company.

In the event that any regulatory authority having jurisdiction over the Company shall determine that the expenditures required by this

Section 6.15 for repairs, replacements, additions, betterments and improvements are excessive, or shall, by order or regulation, prohibit, in whole or in part, any such expenditures, then, upon filing with the Corporate Trustee a certified copy of such order or a copy of such regulation, as the case may be, the Company shall, so long as such order or such regulation remains in effect, be relieved from compliance with the covenants contained in this Section 6.15 and in Section 6.06, to the extent that such expenditures shall have been held excessive or shall be prohibited.

SECTION 6.16. That, subject to the provisions of Article Thirteen, it will maintain its corporate existence and will continue to be a valid and existing corporation under the laws of the State of Delaware, and duly and legally qualified in all states in which it shall be doing business, and will comply with all provisions of the laws of the said states and of the United States, failure to observe which shall constitute any ground for the cancellation of its charter or termination of its corporate life or its right to transact business, or for the restriction of its operations and activities.

SECTION 6.17. That, so long as any of the bonds are outstanding,

(a) the Company will duly and punctually pay or cause to be paid the principal of and interest and premium on all indebtedness incurred or assumed by it when and as the same shall become due and payable or within any period of grace applicable thereto unless such indebtedness shall have been renewed, refunded or extended;

(b) the principal amount of any indebtedness incurred or assumed by the Company and secured by any prior lien upon property of the Company shall not exceed 66⅔% of the cost of such property, and the aggregate principal amount of all such indebtedness shall not exceed the sum of $10,000,000 at any one time outstanding, excluding in any computation for purposes of this subdivision (b) any such indebtedness which shall at the time be pledged hereunder;

(c) the Company will not permit any increase in the aggregate amount of the outstanding indebtedness secured by any prior liens on the property of the Company;

(d) in case the Company shall hereafter create any mortgage upon all or any part of the mortgaged property (other than to secure any prior lien indebtedness renewed, refunded

or extended), such mortgage shall be, and shall be expressed to be, subject to the prior lien of this Indenture; and

(e) the Company will not make any assignment of or create any charge upon the income or earnings or any part of the income or earnings of the mortgaged property, except the same be expressly subordinated to the lien of this Indenture.

Subject to the limitation stated in subdivision (b) of this Section 6.17, nothing in this Section 6.17 or elsewhere in this Indenture contained shall be construed to prevent the Company from acquiring property subject to liens prior to the lien hereof existing thereon at the time of acquisition or from creating purchase money mortgages or other purchase money liens to secure the purchase price of property acquired by it after the effective date of this Indenture, or from renewing, refunding or extending any indebtedness secured by any such lien.

SECTION 6.18. That, subject to the provisions of Section 7.01, it will promptly pay all rentals, delay rentals and royalties and other indebtedness accruing under its leases, gas rights under leases and contracts for the purchase and/or sale of gas and all other leases and contracts for oil and gas or drilling or production rights at any time owned by the Company, and will do all other things necessary to keep unimpaired the Company's rights thereunder, and to prevent the forfeiture thereof, and it will cause each of the subsidiaries similarly to pay such rentals, royalties and indebtedness accruing under any such leases or contracts of such subsidiary and similarly keep unimpaired its rights thereunder; provided, however, that nothing in this Indenture contained shall require the Company or a subsidiary to continue the payment of rentals or perform any other obligations under leases and/or contracts which by reason of failure or diminution of supply or for any other reason are no longer advantageous or necessary for the business of the Company or such subsidiary, or shall require the Company or a subsidiary to make any such payments or to perform any such obligations so long as it shall in good faith by appropriate legal proceedings or otherwise contest its liability therefor.

That it will not modify, amend, supplement, cancel or replace any of the Gas Sales Contracts or Gas Purchase Contracts except in accordance with the provisions of Article Seven.

SECTION 6.19. That it will not go into voluntary bankruptcy or [illegible] Section 9.19 hereof, apply for or

consent to the appointment of a receiver of itself or of its property, or make any general assignment for the benefit of its creditors, or suffer any order for the appointment of a receiver of itself or of its property or adjudicating it to be bankrupt or insolvent to be made and remain unvacated for a period of thirty days.

SECTION 6.20. That, not later than twelve months after the date of the execution of this Indenture and thereafter from time to time not later in each instance than twelve months after the last date on which the Company shall have executed an instrument of the nature hereinafter in this Section 6.20 described, it will deliver to the Corporate Trustee (a) an instrument confirming and perfecting the lien of this Indenture on all of the Company's right, title and interest under, in and to all Gas Purchase Contracts entered into or assumed by the Company prior to thirty days preceding the date of the execution of such instrument which shall by virtue of their terms come within the description set forth in Granting Clause Third hereof and all Gas Purchase Contracts and Gas Sales Contracts which, by reason of the amount of gas purchased or sold thereunder, shall have, prior to ninety days preceding the date of such execution, come within the description set forth in said Granting Clause Third or in Granting Clause Fourth hereof, which contracts are not specifically described in the Schedule of Gas Purchase Contracts or the Schedule of Gas Sales Contracts annexed to this Indenture and have not theretofore been specifically pledged hereunder as in this Section 6.20 provided, (b) a counterpart original or copy of each such contract, certified by the Secretary or an Assistant Secretary of the Company to be such counterpart original or a true copy, (c) evidence satisfactory to the Corporate Trustee that notice has been or will be duly given to each of the other parties to each such contract that all of such right, title and interest of the Company under, in and to such contract have been subjected to such lien, (d) if any such contract shall not be assignable to a trustee or as security, the written consent of each of the other parties to such contract to the assignment of the Company's right, title and interest under, in and to such contract to the Trustees hereunder, and (e) an opinion of counsel stating that all of the Company's right, title and interest under, in and to each such contract are subject to such lien.

Unless an event of default shall have happened and be continuing, the Company shall be entitled to collect and retain all sums due under, and to receive and dispose of all gas deliverable under, any of the

contracts subject to the lien hereof and to require and enforce the performance of any and all such contracts, without further consent of or action by the Trustees, or either of them, but the Trustees shall, if the Company shall so request in an application of the Company filed with the Corporate Trustee, deliver to the Company suitable orders in favor of the Company or its nominee or nominees for the payment of all sums, the delivery of all gas and the performance of all acts and things under such contracts. Such orders shall be expressed to be revocable by the Trustees whenever an event of default shall have happened and be continuing. Whenever an event of default shall have happened and be continuing, the Trustees, or either of them, or any receiver or trustee in bankruptcy or other person who shall rightfully be in possession of the trust estate, may collect and retain for the benefit of the bondholders all sums due under, receive and dispose of all gas deliverable under, and require and enforce the performance of, any and all such contracts. Any party to any contract subject to the lien hereof may, until such party shall have received written notice to the contrary, conclusively assume that the Company is entitled to perform and to accept performance of such contract, including the receipt of any gas deliverable under any Gas Purchase Contract and the receipt of all sums due under any Gas Sales Contract.

SECTION 6.21. Prior to April 1, 1974, the Company shall file with the Corporate Trustee a copy of the Company's FPC Gas Tariff which shall be effective on the effective date of this Indenture, including all the Company's rate schedules in effect covering the sale and delivery of natural gas subject to the jurisdiction of the Federal Power Commission and the general terms and conditions applicable to contracts for service under said rate schedules. The Company covenants and agrees that, within fifteen days after any change in said FPC Gas Tariff shall become effective or after any new rate schedule filed by it as a part of said Gas Tariff shall become effective, it will transmit to the Corporate Trustee, for substitution or incorporation in the Gas Tariff on file with said Trustee, copies of the new or changed sheets of said Gas Tariff reflecting such change or setting forth such new rate schedule. Nothing herein contained, however, shall be construed to obligate the Company to file with the Corporate Trustee a copy of any executed service agreement with any customer unless the Company is obligated to pledge such agreement hereunder as a Gas Sales Contract by virtue of the provisions of Granting Clause Fourth hereof.

SECTION 6.22. So long as any of the bonds are outstanding, the Company will not, nor will it permit any subsidiary or controlled corporation, as lessee, to enter into or assume any lease (including, but without limitation, a sale-leaseback) or other rental arrangement (any such lease or other rental arrangement being hereinafter in this Section 6.22 referred to as a "Lease"); provided, however, that nothing in this Section 6.22 contained shall prevent the Company or a subsidiary or controlled corporation from entering into or assuming any Lease (i) for a term (including all terms of renewal or extension at the option of any person) of not more than five years, or (ii) relating solely to office space or equipment, warehouse or hangar space or equipment, equipment related to data processing, transportation (including aircraft) and moving heavy-work equipment, or (iii) if upon entering into or assuming any such Lease and giving effect to the obligations thereunder the aggregate amount of Rentals payable by the Company and its subsidiaries and controlled corporations under said Lease and all other Leases [other than the Leases specified in the foregoing clauses (i) and (ii)], shall not be in excess of $300,000 in any period of twelve consecutive months thereafter. The term "Rentals" as used with respect to any Lease for any period means the aggregate amount payable by the lessee thereunder for such period, including, without limitation, income taxes, property taxes, insurance, interest and amortization charges which the lessee is required to pay pursuant to such Lease. Whenever it is necessary to determine the amount of Rentals for any period in the future and to the extent that such Rentals are not definitely determinable by the terms of the Lease, all such charges shall be estimated in good faith in reasonable amounts by the Board of Directors of the Company.

SECTION 6.23. The Company may omit in any particular instance to comply with any covenant contained in Sections 6.06, 6.07, 6.08, 6.11, 6.12, 6.14, 6.17, 6.18, 6.20, 6.21 and 6.22, if before or after the time for such compliance the holders of not less than two-thirds in principal amount of each series of bonds outstanding hereunder shall waive compliance with such covenant either generally or in such particular instance by vote, at a meeting held in accordance with the provisions of Article Eleven A, or by an instrument or instruments in writing executed by such holders and filed with the Corporate Trustee.

ARTICLE SEVEN.

Possession and Use of Property and Release of Mortgaged Property and Application of Proceeds Thereof.

Section 7.01. Unless an event of default shall have happened and be continuing, the Company

(1) shall have the right to remain in possession and retain exclusive control of the mortgaged property (except such cash as is deposited or expressly required to be deposited with the Corporate Trustee and except, to the extent not herein otherwise provided, such securities as are deposited or expressly required to be deposited with the Corporate Trustee) with power freely and without let or hindrance on the part of the Trustees or of the bondholders to operate, manage, develop, exploit, drill, mine, use and enjoy the mortgaged property and all gas, oil and mineral leases and rights on the effective date of this Indenture or thereafter constituting part of the mortgaged property, and to explore for and produce and extract therefrom gas, oil, distillate, hydrocarbons and other minerals and to treat, refine, manufacture, transform, and otherwise utilize, transport, deal with and sell such products and to receive and use the tolls, rents, revenues, royalties, issues, earnings, income, profits and products of the mortgaged property;

(2) may, without obtaining any release or consent of the Trustees, deal in, sell, use or dispose of its materials and supplies or products in the ordinary course of business;

(3) may, without obtaining any release or consent of the Trustees, sell or otherwise dispose of, free from the lien of this Indenture, any gas pipe, casings, rigs, measuring, regulator or compressor station machinery or equipment or other machinery, tools, implements or equipment which may have become obsolete, inadequate or worn out or otherwise unsuitable or unnecessary for use in the business of the Company; provided that, unless the same be replaced by, or there be substituted therefor, other pipe, casings, rigs, machinery, tools, implements or equipment, not necessarily of the same character but of equal value for the purposes of the business of the Company, there shall be deposited with the Corporate Trustee an amount equal to any cash and/or the fair value of any other consideration received by the Company upon the disposition of such of said property as shall be subject to the lien of this Indenture and provided, further, that the Company shall have no obligation to deposit with the Corporate Trustee an amount equal to any cash and/or the fair value of any other consideration received by the Company upon any such disposition unless such cash

and/or fair value of such other consideration exceeds in any year $150,000;

(4) may, without obtaining any release or consent of the Trustees, alter, change the location of, add to, repair or replace any and all pipe lines, telephone lines, power lines, water lines, metering stations, regulater stations, compressor stations, treating plants, houses, warehouses or other structures and any and all engines, pumps, tanks, rigs, fittings, machinery, fixtures or other facilities or equipment, or discontinue or abandon the operation or use of any such lines, stations, plants, structures, machinery, facilities or equipment, the operation or use of which is no longer necessary or desirable in the conduct of its business; provided, however, that no mortgaged property shall be relocated if after the relocation the property would be subject to any prior lien (except a permitted encumbrance) to which it was not subject prior to the relocation or would be located in a county in which this Indenture shall not have been duly recorded and filed (if the recordation or filing thereof is required in order to preserve the lien thereof), and provided that the continuity of any of the pipe lines, telephone lines, power lines or water lines of the Company, not discontinued or abandoned as aforesaid, shall not be broken or interfered with;

(5) may, without obtaining any release or consent of the Trustees, modify any ordinance, franchise, license, permit, right or privilege or any easement or right of way grant for any of its pipe lines, telephone lines, power lines or water lines, or surrender and cancel the same if they are no longer necessary or desirable in connection with the operation of the business of the Company and if the continuity of any of the pipe lines, telephone lines, power lines or water lines of the Company then used or useful in the business of the Company will not be broken or interfered with; provided that, if the Company shall receive any cash or other consideration in excess of $10,000 in any one year for any such modification, an amount equal to such cash or the fair value of such other consideration shall be deposited with the Corporate Trustee; and provided further that, upon any such surrender and cancellation, unless there shall be substituted another ordinance, franchise, license, permit, right, privilege, easement or right of way grant, not necessarily of the same character but of substantially equal value for the purposes of the business of the Company, either for the same portion of any such line or for a relocated or substituted line serving substantially the same purpose, there shall be deposited with the Corporate Trustee an amount equal to any cash or the fair value of any other consideration received by the Company upon such sur-

render or cancellation if the amount of such cash or other consideration so received in any one year shall be in excess of $10,000;

(6) may, without obtaining any release or consent of the Trustees, assign or transfer an interest in a gas leasehold estate in consideration for the drilling of a well or wells or an obligation to drill a well or wells on the acreage covered thereby, provided that in the opinion of the Company such assignment or transfer is in the best interest of the Company and is not in any manner prejudicial to the bondholders, and provided further that all rights of the Company in respect of the interest so assigned or transferred and of such well or wells and of such obligation to drill a well or wells shall forthwith become and be subject to the lien of this Indenture and the Company shall so notify the assignee or transferee of such interest;

(7) may, without obtaining any release or consent of the Trustees, become a party to any joint venture or unitization or communitization agreement providing for the sharing by the Company and others of production expenditures and the benefits of development upon a proportionate basis in accordance with established practice for similar joint operations, provided that, if the acreage subjected to any such agreement by the Company and the other parties thereto shall exceed 700 acres, the Company shall have filed with the Corporate Trustee (a) a certificate of an independent geologist stating that in his opinion the value of the acreage covered by the gas leasehold estates subjected to such agreement by the Company does not exceed the value of the resulting interest of the Company under such agreement, and (b) an opinion of counsel to the effect that the Company has good and valid title, subject only to permitted encumbrances, to such gas leasehold estates; that such gas leasehold estates are free from any deficiencies of title or prior liens or encumbrances (other than deficiencies or liens or encumbrances constituting permitted encumbrances) affecting them, whether the same relate to the lessor's title to the property covered by such gas leasehold estates (or, in the case of a unitization or communitization agreement, the lessor's title to the property subjected thereto by the Company) or to such gas leasehold estates themselves; that such gas leasehold estates are not terminable by the lessors by reason of the bankruptcy, insolvency or receivership of any party to the instrument or instruments by which they were created or by reason of the foreclosure of a mortgage thereon provided rentals under the instrument or instruments creating such gas leasehold estates are continued to be paid currently and the other obligations of the lessees under such instrument or instruments are continued to be performed

currently and as required by the terms thereof; if such gas leasehold estates include the Company's interest under any operating agreement or unitization or communitization agreement, that, inasmuch as a well or wells producing or capable of producing natural gas in commercial quantities has or have been completed upon the acreage covered thereby, no assignment or transfer of the interest of any party to such agreement (whether voluntary or by operation of law or whether as security or otherwise) and no bankruptcy, insolvency or receivership of any such party will terminate such agreement or give any assignee, trustee in bankruptcy or receiver or other person the right to withdraw from such agreement the gas leasehold estates or acreage covered thereby subjected to such agreement by such party or otherwise destroy, terminate or forfeit any rights or interests under such agreement which are mortgaged or pledged hereunder, and that any assignment or transfer made or lien or encumbrance created by any party in respect of such agreement or the property subjected thereto will be subject to the rights and interest of the Company under such agreement mortgaged or pledged hereunder; that in the opinion of such counsel or other reputable counsel whose opinion he has examined there are no deficiencies of title to or liens or encumbrances (other than deficiencies, liens or encumbrances constituting permitted encumbrances) upon the interest of any party to any unitization or communitization agreements the Company's interest under which is included in such gas leasehold estates (whether the same relate to the lessor's title to the property subjected thereto by such party or to the interest of such party itself in such agreement and in the property subjected thereto by such party and in any other property subject to such agreement) which would substantially adversely affect the Company's interest thereunder; that such gas leasehold estates are, or upon the execution and delivery to the Corporate Trustee and any necessary recordation and/or filing of specified instruments of conveyance, assignment or transfer will be, subject to the lien of this Indenture, subject only to permitted encumbrances; that the leases or other instruments creating such gas leasehold estates are valid and binding instruments; and that all recordation, filing and giving of notice, if any (other than the recordation and filing of any instrument of conveyance, assignment or transfer specified as aforesaid) required in order to protect the lien of this Indenture on such gas leasehold estates have been duly effected, together with any instruments of conveyance, assignment or transfer specified in such opinion as necessary in order to subject the resulting interest of the Company under such agreement to the lien of this Indenture;

(8) may, without obtaining any release or consent of the Trustees, (a) abandon or surrender any gas leasehold estates or interests therein owned by the Company if the continued retention, development and/or operation of such gas leasehold estates or interests is unprofitable or unduly burdensome or no longer necessary or desirable for the purposes of the business of the Company, and (b) cease to pay rents for, or abandon or allow the lapse of, gas leasehold estates or interests therein which, by reason of failure or diminution of gas supply or for any other reason, are no longer necessary or desirable for the purposes of the business of the Company;

(9) may, without obtaining any release or consent of the Trustees, (a) modify, amend, supplement, cancel or replace any of the Gas Sales Contracts and Gas Purchase Contracts subject to the lien hereof, provided that the Company shall assign to and pledge with the Trustees its right, title and interest under any contract or contracts which may be entered into in modification, amendment or replacement of, or as a supplement to, any such Gas Sales Contract or Gas Purchase Contract (except as to any such Gas Sales Contract or Gas Purchase Contract which at the time of such modification, amendment, replacement or supplement does not, by its terms or by reason of the amount of gas purchased or sold thereunder, come within the descriptions set forth in sub-clause (2) of Granting Clause Third or sub-clause (2) of Granting Clause Fourth of this Indenture), and that if the Company shall receive any cash or other consideration in excess of $50,000 in any one year for any such modification, amendment, supplement, cancellation or replacement, the Company shall cause such cash to be deposited with the Corporate Trustee hereunder and either cause such other consideration to be subjected to the lien of this Indenture (subject to any prior liens existing thereon at the time of the acquisition by the Company) or cause an amount in cash equal to the fair value thereof to be deposited with the Corporate Trustee, or (b) upon acquisition of all or substantially all of the producing properties which at the time are subject to any Gas Purchase Contract, terminate and cancel such Gas Purchase Contract; provided that the Company may not cancel or terminate (without replacement as to term and amount) the Gas Purchase Contract dated as of October 10, 1969, as amended and supplemented, between the Company, as successor in interest to El Paso, and Westcoast Transmission Company Limited described in item 13 of Schedule III to this Indenture or the Gas Purchase Contract dated September 23, 1960, as amended and supplemented, between the Company, as successor in interest to El Paso, and Westcoast Transmission Company Limited described in item 14 of Schedule III to this Indenture, or any new agreement replacing either of said Gas Purchase Contracts, or modify, amend, supplement, cancel or terminate (whether by supplementary or amendatory agreement or by the execution of a new agreement cancelling and replacing the same) either of said Gas Purchase Contracts (or any new agreement replacing either of them) so as to effect any reduction in the term, or the amount of natural gas which the Company is entitled to purchase by virtue of the provisions, of either of said Gas Purchase Contracts, unless there shall have been filed with the Corporate Trustee (x) a written consent or written consents to such modification, amendment, supplement, termination, cancellation or replacement (which consent or consents may be in general terms) signed by the holders of not less than 66⅔ in principal amount of all the bonds outstanding, or (y) if such replacement, cancellation, termination, modification, amendment or supplement is required by order or regulation of the Federal Power Commission or other governmental body having jurisdiction, (i) a copy of the order, regulation or other instrument requiring or setting forth such replacement, cancellation, termination, modification, amendment or supplement, and (ii) an opinion of counsel stating that, in the opinion of such counsel, such replacement, cancellation, termination, modification, amendment or supplement has been required by order or regulation of a specified governmental body having jurisdiction; and provided, further, however, that the Company may not cancel or terminate (without replacement as to term and amount) any other Gas Sales Contract or Gas Purchase Contract subject to the lien hereof, or any new agreement replacing any of said Gas Sales Contracts or Gas Purchase Contracts, or modify, amend, supplement, cancel or terminate (whether by supplementary or amendatory agreement or by the execution of a new agreement cancelling or replacing the same) any of said Gas Sales Contracts or Gas Purchase Contracts or any new agreement replacing any of them so as to effect, in the case of Gas Sales Contracts, any reduction in the term of any said Gas Sales Contract or of any of such new contracts or so as to effect any reduction in the amounts of gas which the purchasers thereunder are obliged from time to time to take from the Company by virtue of the respective provisions thereof, or so as to effect, in the case of Gas Purchase Contracts, any reduction in the term of any thereof or of any such new agreement or any reduction in the amounts of gas which the Company is entitled to purchase by virtue of the respective provisions thereof, unless there shall have been filed with the Corporate Trustee (x) the certificate of an independent engineer setting forth the substance of any such replacement, cancellation, termination, modification, amendment or supplement and stating that, in the opinion of such independent engineer, such replacement, cancellation, termination, modification, amendment or supplement is desirable in the business of the Company and will not be prejudicial to the holders of the bonds or (y) if required so to do by order or regulation of the Federal Power Commission or other governmental body having jurisdiction, (i) a copy of the order, regulation or other instrument requiring or setting forth such replacement, cancellation, termi-

nation, modification, amendment or supplement, and (ii) an opinion of counsel stating that, in the opinion of such counsel, such replacement, cancellation, termination, modification, amendment or supplement has been required by order or regulation of a specified governmental body having jurisdiction; and provided, further, however, that the Company may not make any material replacement, cancellation, termination, modification, amendment or supplement of a Gas Sales Contract or a Gas Purchase Contract subject to the lien of this Indenture unless there shall have been filed with the Corporate Trustee an officer's certificate setting forth the substance of any such replacement, cancellation, termination, modification, amendment or supplement and having attached thereto a certified copy of a resolution of the Board of Directors of the Company stating that in its opinion such replacement, cancellation, termination, modification, amendment or supplement is desirable in the business of the Company and will not be prejudicial to the holders of the bonds;

(10) may, without obtaining any release or consent of the Trustees, modify, amend or supplement (whether by supplementary or amendatory agreement or by the execution of a new agreement cancelling and replacing the same) any agreement for the transportation or exchange of gas subject to the lien hereof, including, without limitation, any plant operating agreement subject to the lien hereof, provided that (A) the Company shall assign to and pledge with the Trustees its right, title and interest under any agreement or agreements which may be entered into in modification, amendment or replacement of, or as a supplement to, any such transportation, exchange or operating agreement, and that, if the Company shall receive any cash or other consideration in excess of $10,000 in any one year for any such modification, amendment, replacement or supplement, the Company shall cause such cash to be deposited with the Corporate Trustee hereunder and either cause such other consideration to be subjected to the lien of this Indenture (subject to any prior liens existing thereon at the time of acquisition by the Company) or cause an amount in cash equal to the fair value thereof to be deposited with the Corporate Trustee, and (B) the Company may not modify, amend or supplement any such transportation or operating agreement so as to effect any reduction in the term thereof and may not modify, amend or supplement any such transportation agreement so as to effect any reduction in the amount of natural gas which the Company is entitled to have transported for it by virtue of the provisions thereof; provided, further, that the Company may make any modification or amendment of, or supplement to, any such transportation or operating agreement, of the character referred to in clause (B) above, (a) upon filing with the Corporate Trustee a written consent or written consents to such modification, amendment or supplement (which consent or consents may be in general terms) signed by the holders of not less than two-thirds in principal amount of all the bonds outstanding, or (b) if required to do so by order or regulation of the Federal Power Commission or other governmental body having jurisdiction, if the Company shall file with the Corporate Trustee (i) a copy of the order, regulation or other instrument requiring or setting forth such modification, amendment or supplement, and (ii) an opinion of counsel stating that in the opinion of such counsel such modification, amendment or supplement has been prescribed by order or regulation or other lawful requirement of a specified governmental body having jurisdiction;

(11) may, without obtaining any release or consent of the Trustees, grant or convey rights of way or easements over or in respect of any real property or interest in real property owned by the Company, provided such grant or conveyance will not in the opinion of the Company materially impair the usefulness of the property in question in the conduct of the business and operations of the Company; provided that, if the Company shall receive in any such case cash or other consideration in excess of $10,000 in any one year for any such right of way or easement, an amount equal to such cash or the fair value of such other consideration shall be deposited with the Corporate Trustee; and

(12) may, without obtaining any release or consent of the Trustees, surrender, transfer, release or reassign to the assignor free and clear of the lien of this Indenture any of the leases, leaseholds, rights or interests therein covered by the contracts referred to in Section 1.14(14)(b) of this Indenture; provided that, in case of any such surrender, transfer, release or reassignment by the Company, the Company shall promptly file with the Corporate Trustee a certificate of the Company, dated within ten days of the date of such filing, setting forth the facts on the basis of which there has been compliance with the requirements of this subdivision (12) and an opinion of counsel to the effect that, based upon such certificate of the Company, such surrender, transfer, release or reassignment is required by the applicable designated contract.

None of the provisions of this Section is intended to limit the right of the Company, freely and without the necessity of any release or consent of the Trustees, to sell, assign, transfer or otherwise deal in or with any unproven gas acreage or interest therein or property located thereon which constitutes excepted property.

SECTION 7.02. The Trustees shall, upon receipt of an application of the Company, execute any release which may be requested in the application to confirm any action taken by the Company as permitted

by Section 7.01, in which event the Trustees and any purchaser in good faith of any property or interests affected by such action may accept as conclusive evidence of compliance with the provisions of that Section the appropriate statements contained in such application.

SECTION 7.03. Unless an event of default shall have happened and be continuing, the Company may procure from the Trustees, upon compliance with the conditions hereinafter in this paragraph contained, a release of any property subject to the lien hereof, including any shares of stock or other securities pledged hereunder (except purchase money obligations of the character mentioned in Section 7.04, or shares of stock, obligations or other securities of any controlled corporation at any time pledged hereunder, even though the corporation issuing such shares of stock, obligations or other securities shall have ceased to be a controlled corporation as herein defined), provided that no securities of a subsidiary (other than bonds, notes or other obligations which have been paid in full) shall be released unless all of the securities of such subsidiary owned by the Company are simultaneously released. The Trustees shall forthwith release any such property upon receipt by the Corporate Trustee of

(1) an application of the Company requesting the release of such property and stating the fair value of such property (which shall not be less than the fair value stated in the engineer's certificate, if any, furnished pursuant to subdivision (3) or (4) below) as of a date not more than thirty days prior to the date of such application, and stating that the continuity of the pipe lines of the Company will not be broken or interfered with by such release or disposition;

(2) cash and/or purchase money obligations equivalent thereto as provided in Section 7.04 in an amount equal to the fair value of the property to be released, as stated in such application (all subject to the provisions of Section 7.10);

(3) in case the fair value as stated in such application required by (1) above is in excess of $100,000 but not in excess of $500,000, a certificate of an engineer stating in his opinion the fair value, as of a date not more than thirty days prior to the date of such application, of the property the release of which is requested and stating that in his opinion the release of such property will not be prejudicial to the interests of the bondholders;

(4) in case the fair value of such property as stated in such application is in excess of $500,000 or the property to

be released consists of securities of a subsidiary, a certificate signed by an independent engineer, stating, in his opinion, the fair value, as of a date not more than thirty days prior to the date of such application, of the property the release of which is requested and stating in substance that in his opinion, considering the substitution made or evidenced pursuant to (2) above, and all other circumstances, the release of such property will not be prejudicial to the interests of the bondholders; and

(5) in case the fair value of such property as stated in such application is in excess of $100,000 or the property to be released consists of securities of a subsidiary, a resolution of the Board of Directors of the Company, requesting the Trustees to execute a release of such property.

SECTION 7.03A. Unless an event of default shall have happened and be continuing, the Company may procure from the Trustees, upon compliance with the conditions hereinafter in this paragraph contained, the release of any shares of stock, obligations or other securities of any controlled corporation which shall have been pledged under this Indenture, even though, at the time the release thereof is requested, the corporation issuing such shares of stock, obligations or other securities shall have ceased to be a controlled corporation as herein defined. The Trustees shall release any such shares of stock, obligations or other securities forthwith upon receipt by the Corporate Trustee of

(a) an application of the Company requesting the release of specified shares of stock, obligations or other securities and stating the cost thereof to the Company and, if the release requested is wholly or partly on the basis of the substitution of other securities of one or more controlled corporations, stating also the cost to the Company of the securities to be substituted and the fair value thereof as of a date not more than thirty days prior to the date of such application (which fair value shall be not greater than the fair value stated in any engineer's certificate or independent engineer's certificate, as the case may be, required to be furnished in connection with such application pursuant to subdivision (c) below);

(b) cash and/or shares of stock, obligations or other securities of one or more controlled corporations (the latter taken at the lesser of the cost or fair value thereof, as stated in such application of the Company) in an amount equal to the cost to the Company of the securities whose release is requested in such application, or, if the securities whose release is requested were pledged under this Indenture in substitution for other securities

of controlled corporations and for purposes of such substitution were taken at a fair value less than the cost thereof, in an amount equal to such fair value; and

(c) in case the release requested in such application is wholly or partly on the basis of the substitution of securities of one or more controlled corporations, a certificate of an engineer or, if the cost to the Company of the securities to be substituted as stated in such application is greater than $500,000, a certificate of an independent engineer stating the fair value, in the opinion of such engineer, as of a date not more than thirty days prior to the date of such application, of the securities to be substituted.

The documents and consideration furnished pursuant to the foregoing paragraph of this Section shall be full evidence of compliance with the provisions of this Section and full authority to the Trustees for effecting any release requested pursuant to this Section.

For purposes of this Section, (a) any stocks, bonds, notes or other evidences of indebtedness or property (other than cash) received by the Corporate Trustee pursuant to the provisions of Section 8.04 or Section 8.10 in lieu of or in exchange for any shares of stock and/or other securities of any controlled corporation pledged hereunder shall take the place of and be substituted for the shares of stock and/or other securities in lieu of or in exchange for which such stocks, bonds, notes or other evidences of indebtedness or property were received and, subject to any other adjustments provided for in this paragraph, the cost to the Company of the stocks, bonds, notes or other evidences of indebtedness or property so received shall be an amount equal to (i) the cost to the Company of the shares of stock and/or other securities in lieu of or in exchange for which the same were received, less (ii) any cash received by the Corporate Trustee on account of such last mentioned shares of stock and/or other securities, (b) any shares of stock received by the Corporate Trustee representing a stock dividend on any shares of any controlled corporation pledged hereunder shall be deemed to constitute a part of the pledged shares in respect of which such stock dividend was paid and, subject to any other adjustments provided for in this paragraph, the cost to the Company of such dividend shares and the pledged shares in respect of which such stock dividend was paid shall be an amount equal to the cost to the Company of such pledged shares, (c) the cost to the Company of any bonds, notes or other evidences of indebtedness of any controlled corporation pledged hereunder

shall be reduced by an amount equal to all sums paid to or received by the Corporate Trustee and retained by it pursuant to the provisions of Section 8.06 hereof representing payments on account of the principal of or interest on such bonds, notes or other evidences of indebtedness, and (d) the cost to the Company of any shares of stock of any controlled corporation pledged hereunder shall be reduced by an amount equal to all cash dividends or other moneys received by the Corporate Trustee representing distributions or payments on or in respect of such pledged shares made otherwise than out of net earnings or earned surplus and/or by an amount equal to all sums paid by the Company to the Corporate Trustee representing the proceeds of the sale or other disposition of subscription privileges accruing in respect of such pledged shares or representing the market price of subscription privileges so accruing which have been exercised by the Company.

Any cash so deposited may be paid out or applied by the Corporate Trustee at any time or from time to time pursuant to the provisions of Section 7.12, provided that if the application of the Company pursuant to subdivision (a) of this Section shall have stated that the securities in respect of which such cash was deposited had been or simultaneously with the release thereof were being sold or otherwise disposed of by the Company or any subsequent certificate of the Company filed with the Corporate Trustee shall state that such securities have been subsequently so sold or disposed of or have been paid or redeemed by the issuer thereof, then the Company shall be entitled to have not exceeding one-half of such cash applied by the Corporate Trustee in satisfaction of all or part of any subsequent sinking fund requirement on any one or more series of bonds issued hereunder, as shall be directed at any time or from time to time in an application or applications of the Company filed with the Corporate Trustee.

SECTION 7.04. In the event of the release of property other than stocks or other securities, there may be substituted for all or part of the cash, if any, required to be deposited with the Corporate Trustee pursuant to any provision of this Article, obligations secured by a purchase money mortgage or a vendor's lien upon the property sold, exchanged or otherwise disposed of, which shall be taken as equivalent to cash in an amount equal to the aggregate principal amount thereof deposited with the Corporate Trustee, provided that no such obligation shall be received by the Corporate Trustee in substitution for cash if the aggregate amount of such obligations secured by such

purchase money mortgage or vendor's lien (including any obligations not proposed to be so deposited) exceeds two-thirds of the price at which such property shall have been sold, exchanged or otherwise disposed of, and provided further that the aggregate principal amount of such obligations and all other obligations deposited with the Corporate Trustee pursuant to this Section and then held as part of the trust estate shall not exceed 10% of the aggregate principal amount of bonds at the time outstanding under this Indenture. There shall be furnished to the Corporate Trustee an opinion of counsel to the effect that any purchase money mortgage or vendor's lien securing any such obligations constitutes a valid first lien upon the property to be sold, exchanged or otherwise disposed of, subject only to permitted encumbrances, that the Company has title to any such bonds or other obligations substituted, and what, if any, instruments of transfer are necessary to vest the title to such obligations in the Trustees hereunder, and stating that the same are valid and have been duly issued. The Corporate Trustee shall be authorized to accept and to rely for all purposes upon a certificate executed by the President or any Vice President, or the Treasurer or any Assistant Treasurer of the Company, as to the price at which such property was sold, exchanged or otherwise disposed of, and describing the nature and amount of the purchase money mortgage or vendor's lien securing such obligations. Any obligations so substituted shall, subject to the provisions of Section 7.10, be pledged hereunder and such instruments of transfer, if any, duly executed, as are stated in the above opinion to be necessary to vest title to the same in the Trustees hereunder shall also be delivered to the Corporate Trustee. Any such obligations shall be released by the Corporate Trustee upon payment by the Company to the Corporate Trustee of an amount equal to the unpaid principal amount thereof. Upon the application of the Company, the Corporate Trustee shall consent to the extension of the maturity of any such obligation to such date, and at such rate of interest, as the Company shall request.

SECTION 7.05. If any of the property subject to the lien of this Indenture shall be taken by exercise of the power of eminent domain, or if any governmental body or agency shall at any time exercise any right which it may have to purchase any part of such property, or if the Company shall be required to dispose of any property by a valid order of any court or other governmental body, agency or instrumentality, the Trustees shall release the property so taken, purchased

or disposed of when and only when the Corporate Trustee shall have received

(a) an application of the Company requesting such release and stating that such property has been taken by exercise of the power of eminent domain or has been purchased by a governmental body or agency in the exercise of a right which it had to purchase the same, or is being disposed of pursuant to a valid order of a court or other governmental body, agency or instrumentality requiring the disposition of such property, as the case may be, and further certifying the amount of any cash and the fair value and general nature of any other consideration received by the Company as the proceeds of such property;

(b) if and only if the consideration received, or the fair value of the property to be released as stated in the engineer's certificate required by subdivision (c) of this Section, is in excess of $50,000, an opinion of counsel to the effect that such property has been taken by the exercise of the power of eminent domain or has been purchased by a governmental body or agency in the exercise of a right which it had to purchase the same, or is being disposed of pursuant to a valid order of a court or other governmental body, agency or instrumentality requiring the disposition of such property, as the case may be;

(c) in case any such property is being disposed of pursuant to an order as aforesaid, a certificate of an engineer (who shall be an independent engineer if the fair value of such property as stated in such certificate is in excess of $250,000) stating in his opinion the fair value, as of a date not more than thirty days prior to the date of such certificate, of the property to be released; and

(d) an amount of cash (and/or purchase money obligations as permitted by Section 7.04) equal to any proceeds of such property (or the fair value of such property as stated in any certificate furnished pursuant to the foregoing subdivision (c), if in excess of such proceeds, if any) in excess of $250,000. The provisions of this subdivision (d) are subject to the provisions of Section 7.10.

The Trustees shall, upon receipt of an application of the Company, give their consent in writing to the amount of any award or allowance of compensation for any such property, in connection with any proceeding for the taking of any of the mortgaged property through the exercise of the power of eminent domain or any right to purchase above referred to, if furnished with a certificate signed by an engineer,

stating that in his opinion the fair value of the property in question, as of the date of the application, is not more than the amount of the proposed award or allowance.

The Company covenants that, subject to the provisions of Section 7.10, upon the receipt by it of the proceeds of any such property it will forthwith cause an amount of cash (and/or purchase money obligations as permitted by Section 7.04) equal to such proceeds to be deposited with the Corporate Trustee hereunder.

SECTION 7.06. In case the Company has sold, exchanged or otherwise disposed of or proposes to sell, exchange or otherwise dispose of any excepted property or any property which by the provisions of Section 7.01 may be sold, exchanged or otherwise disposed of or dealt with by the Company without any release or consent of the Trustees, and the Company requests the Trustees to furnish a written disclaimer or quitclaim of any interest in such property under this Indenture, the Trustees shall execute such an instrument, without substitution of other property or cash except as required by Section 7.01, upon delivery to the Corporate Trustee of

(a) an application of the Company reciting the sale, exchange or other disposition made or proposed to be made and describing in reasonable detail the property affected thereby, and stating that such property is excepted property or that such property is property which by the provisions of Section 7.01 may be sold, exchanged or otherwise disposed of or dealt with by the Company without any release or consent of the Trustees, and in the latter case that the provisions of said Section regarding substitution of property or deposit of consideration have been complied with, and that a written disclaimer or quitclaim by the Trustees as to such property has been requested; and

(b) an opinion of counsel (who, in giving such opinion in respect of unproven gas acreage, may rely upon the opinion of an independent geologist) stating that the property described in the Company's application is not subject to the lien hereof or required to be subjected thereto by any of the provisions hereof or may be sold, exchanged, or otherwise disposed of or dealt with under the provisions of Section 7.01 without any release or consent of the Trustees and in the latter case stating what, if any, substitution of property or deposit of cash is required by the provisions of said Section.

Such evidence shall be full authority for the Trustees to execute such disclaimer or quitclaim and the Trustees in so doing shall be without liability.

SECTION 7.07. In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the release, sale or other disposition of property subject to the lien hereof may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any resolution of the Board of Directors of the Company and an application or certificate signed by such receiver or trustee shall be deemed the equivalent of any application or certificate of the Company or of any officer of the Company required by the provisions of this Article; and, if the Trustees shall be in possession of the mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustees in their discretion.

SECTION 7.08. The Trustees shall execute any release, consent, disclaimer or quitclaim under the provisions of Section 7.05 or Section 7.06 (with respect to excepted property), notwithstanding that an event of default shall have happened and be continuing, and the Trustees may in their absolute discretion (but shall not be bound to) execute any release under the provisions of Section 7.02 or Section 7.03 notwithstanding that at the time an event of default shall have happened and be continuing.

SECTION 7.09. No purchaser in good faith of property purporting to be released hereunder by the Trustees, or in respect of which the Trustees shall have furnished a written disclaimer or quitclaim as provided in Section 7.06, shall be bound to ascertain the authority of the Trustees to execute any such release, disclaimer or quitclaim, or be bound to inquire as to any facts required by the provisions hereof for the exercise of such authority, or to see to the application of any consideration paid by such purchaser.

SECTION 7.10. The Company, in lieu of depositing with the Corporate Trustee any cash and/or purchase money obligations required to be so deposited by any provision of this Article Seven, may deliver to the

Corporate Trustee (i) a certificate of the trustee or other holder of a prior lien, stating that a specified amount of such cash and/or purchase money obligations has been deposited with such trustee or other holder pursuant to the requirements of such prior lien, and (ii) an opinion of counsel stating that such deposit is required by such prior lien.

Upon the cancellation and discharge of any prior lien, the Company will cause all cash and purchase money obligations then held by the trustee or other holder of such prior lien, which were received by such trustee or other holder by reason of the release of, or which represent the proceeds of the taking by eminent domain or any other disposition of, or the proceeds of insurance on, any of the mortgaged property (including all proceeds of or substitutes for any thereof), to be paid to and/or deposited and pledged with the Corporate Trustee, subject to no lien or charge prior to the lien of this Indenture, such cash to be held and paid over or applied by the Corporate Trustee as provided in Section 7.12 and such purchase money obligations to be held and disposed of as provided in Section 7.04; provided, however, that in lieu of paying or delivering to the Corporate Trustee all or any part of such cash or purchase money obligations, the Company may deliver to the Corporate Trustee (i) a certificate of the trustee or other holder of some other prior lien, stating that a specified amount thereof has been deposited with such trustee or other holder pursuant to the requirements of such other prior lien, and (ii) an opinion of counsel stating that such deposit is required by such other prior lien.

SECTION 7.11. Sections 7.02, 7.03, 7.03A, 7.05 and 7.06 shall not be construed as being in limitation of one another, but as separate and independent methods of releasing or disposing of property subject to the lien of this Indenture.

SECTION 7.12. All cash received by the Corporate Trustee pursuant to any provision of this Article Seven, and all cash received by the Corporate Trustee pursuant to any other provision of this Indenture where no other specific method is prescribed for the disposal of such cash, shall (unless an event of default shall have happened and be continuing and subject to the provisions of the last paragraph of this Section 7.12) from time to time, upon receipt by the Corporate Trustee of an application of the Company, be paid out or applied by the Cor-

porate Trustee in accordance with the directions contained in such application, for any one or more of the following purposes, namely:

I. Such cash may be applied by the Corporate Trustee to the payment, purchase or redemption of bonds of any series secured by this Indenture but the amount so applied shall not exceed the principal amount of the bonds paid, purchased or redeemed. All sums required for the payment of interest and premium, if any, in connection with such payment, purchase or redemption shall be furnished by the Company. All bonds paid, purchased or redeemed pursuant to this paragraph I shall be canceled.

II. Any such cash representing the proceeds of (a) the release of gas production property under the provisions of Section 7.03, (b) the release of any shares of stock, obligations or other securities of any controlled corporation pledged hereunder pursuant to the provisions of Section 7.03A, or (c) moneys received by or paid to the Corporate Trustee under the provisions of Section 8.04, Section 8.06 or Section 8.10 hereof on account of or with respect to shares of stock, obligations or other securities of any controlled corporation pledged hereunder or on account of any subscription privileges accruing thereon may be paid out or applied by the Corporate Trustee at any time or from time to time as follows:

(a) upon delivery to the Corporate Trustee of an application of the Company requesting payment of such cash to the Company, such cash shall be paid to the Company in an amount or amounts equal to 66⅔% of the cost or fair value, whichever is lower, of such property or, in the case of gas production property, 66⅔% of the gas production expenditures of the Company relating thereto; and

(b) upon receipt by the Corporate Trustee of an application of the Company so requesting, such cash shall be applied by the Corporate Trustee to the payment, purchase or redemption of bonds of the series specified in such application, in which event the Corporate Trustee shall be furnished with and may rely upon a resolution of the Board of Directors of the Company authorizing and directing the Corporate Trustee to apply such cash to such purchase; provided that the amount of cash so applied shall not exceed the principal amount of the bonds paid, purchased or redeemed, and all sums required for the payment of interest and premium, if any, in connection with such payment, purchase or redemption shall be furnished by the Company. All bonds paid, purchased or redeemed pursuant to this clause (b) of Paragraph II (if not previously canceled) shall be canceled by the Corporate Trustee.

Until paid out or applied as above provided, such cash shall be held by the Corporate Trustee as part of the trust estate.

Whenever any such cash shall not have been paid out or applied as hereinbefore provided in this Section within three years after the receipt thereof by the Corporate Trustee, such cash (if in an amount equal to $250,000 or more) shall, unless an event of default, as defined in Section 9.01, shall have happened and be continuing, be applied to the redemption of bonds (except any amount which shall not be sufficient to effect the redemption of the smallest outstanding bond or portion thereof which shall then be redeemable) on the earliest practicable date or dates on which the bonds of each redeemable series shall be redeemable, and the Company covenants that it will promptly call for redemption the bonds to be redeemed with such cash. So far as practicable, bonds of different series shall be redeemed pro rata according to the respective principal amounts of bonds of such series then outstanding.

Notwithstanding the foregoing provisions of this Section, if at any time there shall be released from the lien of this Indenture all or substantially all of the mortgaged property, all cash proceeds received by the Corporate Trustee upon the release thereof (and all cash deposited with the Corporate Trustee to obtain the release of any purchase money obligations deposited with the Corporate Trustee upon any such release) shall, unless an event of default shall have happened and be continuing, be applied forthwith by the Corporate Trustee to the redemption of bonds in the manner provided in the preceding paragraph and may not be withdrawn by the Company pursuant to this Section or in any other manner.

ARTICLE EIGHT.

Concerning the Pledged Securities.

Section 8.01. All stock certificates and all bonds, notes or other evidences of indebtedness which are required by any of the provisions of this Indenture to be pledged or which may be pledged with the Trustees hereunder shall be delivered to the Corporate Trustee and shall be held by and in the custody of the Corporate Trustee subject to the terms and provisions of this Indenture. All stock certificates, registered bonds and registered notes or other evidences of indebtedness which may at any time be delivered to the Corporate Trustee under

the terms of this Indenture shall be in bearer form or endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer duly executed by the registered owners thereof. The Corporate Trustee may (but need not) cause such stock certificates, registered bonds and notes or other evidences of indebtedness to be transferred to or registered in its name as Corporate Trustee hereunder, or in the name or names of its nominee or nominees.

SECTION 8.02. Unless and until there shall have occurred and be continuing any event of default, or the Company shall be in default in the payment of interest on any of the bonds, the Company shall have the right to vote at any and all meetings of stockholders or security holders of any company or companies whose stocks or securities are pledged hereunder, for all purposes not contrary to its covenants herein contained or otherwise inconsistent with the provisions or purposes hereof, on any of the pledged stock, bonds, notes or other evidences of indebtedness, and the Corporate Trustee shall, at the written request of the Company signed on its behalf by its President or a Vice President, give a proxy or power of attorney to vote on such shares, bonds, notes or other evidences of indebtedness, to any person or persons selected by the Company, at any such meeting, for such purpose or purposes as may be specified in such request, and every such proxy or power of attorney may be limited so as to provide that the powers thereby conferred do not include any power to vote for or to authorize or consent to any act or thing inconsistent with the covenants and provisions and purposes of this Indenture.

SECTION 8.03. When and as soon as there shall occur any event of default or the Company shall be in default in the payment of interest on any of the bonds, the Corporate Trustee, subject to the provisions of Section 8.01, may cause all shares of stock then pledged and hypothecated hereunder to be transferred (if not already so transferred) into its own name or that of its nominee or nominees, and thereafter and while and so long as such default or event of default shall continue, the Corporate Trustee shall be entitled to exercise all the rights appertaining to the ownership of said shares of stock so pledged and hypothecated hereunder, including the voting power thereof. In voting upon such shares of stock, the Corporate Trustee shall incur no personal liability or responsibility by reason of any error of judgment or of law or of any matter or thing done or omitted

to be done under this Indenture or in the management of the affairs of any company whose stock is pledged hereunder or otherwise, except for its own wilful misconduct.

SECTION 8.04. In the event that any corporation whose stock is pledged hereunder shall take any proceedings to change the number of shares of its authorized stock, or to issue in exchange for the stock pledged any other stock of the same or other class or classes and/or other securities, or issue any greater or lesser number of shares in exchange for the stock pledged hereunder, or shall consolidate or merge with any other corporation (other than the Company) or sell its assets to any corporation (other than the Company) in exchange for stock and/or securities of such other corporation or shall change or readjust its outstanding capital stock or indebtedness or be dissolved, then and in any such event, upon receipt of an application of the Company so requesting, the Corporate Trustee is authorized to deliver the stock and/or securities then pledged hereunder and designated in such application for such stock and/or securities and/or property and/or cash as may be deliverable in exchange therefor; provided, however, that there shall be delivered to the Corporate Trustee an opinion of counsel, stating that all corporate proceedings necessary to authorize the issue of the stock and/or bonds, notes or other evidences of indebtedness to be received in exchange have been taken in accordance with the law and that such stock (if any is to be received in exchange) is fully paid and non-assessable, and has been legally authorized and issued and in the event that bonds, notes or other evidences of indebtedness are to be received in exchange that the same have been duly and legally authorized and issued and are the valid and binding obligations of the corporation issuing the same according to the terms thereof.

Any stock, bonds, notes or other evidences of indebtedness or other property received by the Corporate Trustee under the provisions of this Section shall be held by the Corporate Trustee as part of the trust estate, subject to the terms and conditions in this Indenture contained. In the event that, upon any such exchange, consolidation, merger, sale or dissolution, any cash shall be payable to the Company and/or to the Corporate Trustee in respect of any stock and/or other securities pledged hereunder, such cash shall be paid over to or held by the Corporate Trustee and be paid out or applied by it as provided in Section 7.12.

Nothing in this Section contained shall require the deposit or pledge with the Corporate Trustee of any cash or other property of a character excepted from the lien hereof in the case of any consolidation or merger with or transfer to the Company covered by the provisions of Section 8.11.

In any case where it may be necessary at any time that any shares of stock, bonds or notes or other evidences of indebtedness pledged hereunder be withdrawn from the Corporate Trustee before it is practicable for the Company to deposit with the Corporate Trustee the shares of stock, bonds, notes or other evidences of indebtedness or cash or other property to be issued in exchange or substitution therefor, the Corporate Trustee may surrender such deposited shares of stock, bonds, notes or other evidences of indebtedness under trust receipts or in any other manner and under such other conditions as the Corporate Trustee may deem necessary and proper under the circumstances.

The Corporate Trustee may receive an opinion of counsel as conclusive evidence that any such exchange or substitution is in compliance with this Section, and such opinion shall be full protection for any action taken by the Corporate Trustee pursuant thereto.

SECTION 8.05. The Corporate Trustee may (but need not) do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any corporation, any part of the capital stock whereof shall be then pledged hereunder, and for such purpose from time to time the Corporate Trustee may sell, assign, transfer and deliver or permit the Company to sell, assign, transfer and deliver so many of the shares of stock of any such corporation as may be necessary to qualify persons to act as directors of or in any other official relation to such corporation. The Corporate Trustee may, and unless an event of default shall have happened and be continuing, shall, upon an application of the Company, assign and transfer to the persons designated by the Company a sufficient number of shares of the stock of any corporation which shall then be held hereunder to qualify such persons to act as directors of, or in any other official relation to, such corporation; provided that in each case the Corporate Trustee shall make such arrangements as it shall deem expedient for the protection of the trusts hereunder in respect of the shares of stock held hereunder so transferred.

SECTION 8.06. Unless an event of default as defined in Section 9.01 shall have happened and shall be continuing or the Company shall be in default in the payment of interest on any of the bonds,

(1) the Company shall be entitled to receive all sums for interest on bonds, notes and other evidences of indebtedness at any time pledged under this Indenture and the Corporate Trustee, upon the application of the Company, shall deliver from time to time as directed in such application, as they severally mature, the coupons for interest on any coupon bonds, notes and/or other evidences of indebtedness in the possession of the Corporate Trustee, and from time to time, upon like application, shall execute and deliver, as directed in such application, suitable assignments and orders for the payment of interest which the Company shall be entitled to receive upon other bonds or notes and other evidences of indebtedness, if such assignments or orders shall be necessary to enable the Company to collect such interest; (2) the Company shall be entitled to receive all cash dividends on shares of stock at any time pledged under this Indenture, which shall be paid or collected after the effective date of this Indenture out of net earnings or earned surplus, and on like application the Corporate Trustee shall execute and deliver, as directed in such application, suitable orders for the payment of such dividends; and (3) the Company shall be entitled to receive all subscription privileges accruing in respect of any stock pledged hereunder and, in the case of subscription privileges accruing in respect of the stock of any subsidiary, to exercise such privileges provided that any additional stock acquired through the exercise of such privileges shall forthwith be pledged hereunder, or, in the case of subscription privileges accruing in respect of the stock of any controlled corporation or any other stock pledged hereunder, to exercise or to sell or otherwise dispose of such privileges provided that the Company shall pay to the Corporate Trustee, promptly after the expiration or termination of the applicable subscription period, a sum in cash equal to any net proceeds realized by the Company on any sale or other disposition of such subscription privileges or, in the event of the exercise of such privileges by the Company, a sum in cash equal to the average market price of such privileges during the subscription period applicable thereto;

provided, however, and it is hereby agreed that, except as in this Indenture otherwise expressly provided, the Company shall not be entitled to receive and the Corporate Trustee shall not pay over to the Company,

(a) any sum paid or collected on account of the principal of any of the bonds, notes or other evidences of indebtedness

from time to time pledged under this Indenture; (b) any sum paid or collected on account of interest, or premium, if any, on any of the bonds or notes or other evidences of indebtedness subject to this Indenture, which shall have been collected or paid out of the proceeds of any sale of or compensation for the property covered by any mortgage securing such bonds, notes or other evidences of indebtedness or out of the proceeds of the sale of any other property of the Company liable upon such obligations; (c) any dividends, moneys or other distributions paid on or with respect to any shares of stock pledged hereunder which shall have been collected or paid otherwise than out of net earnings or earned surplus; or (d) any shares of stock issued in respect of any stock dividend or dividends paid on any shares pledged hereunder, and the Company covenants and agrees that certificates properly endorsed in blank or accompanied by appropriate instruments of assignment and transfer, representing all shares so issued, shall promptly be deposited and pledged with the Corporate Trustee hereunder as additional security for the bonds secured hereby.

The Company covenants and agrees that it will, forthwith upon the receipt thereof by it, pay over to the Corporate Trustee any cash coming within the provisions of subdivisions (a), (b) or (c) of the first paragraph of this Section. All such cash, whether received directly by the Corporate Trustee or paid over to it by the Company, shall be paid out or applied by the Corporate Trustee as provided in Section 7.12. Any cash paid by the Company to the Corporate Trustee pursuant to the provisions of subdivision (3) of the first paragraph of this Section on account of the exercise, sale or other disposition of subscription privileges accruing in respect of any stock of any controlled corporation pledged hereunder shall also be paid out or applied by the Corporate Trustee as provided in Section 7.12.

All coupons and other rights or claims for interest on any bonds, notes or other evidences of indebtedness pledged hereunder and all rights to dividends on stock pledged hereunder shall remain subject hereto until actually paid to or released and discharged by the Company.

If any coupon delivered to the Company or if any claim for interest or for dividends shall not forthwith be paid, released or discharged, the Company shall return to the Corporate Trustee such coupon or the evidence of such claim or of the right of the Company to collect the same and, in case of the payment or release of any such coupon or

claim, shall, upon demand of the Corporate Trustee, furnish satisfactory evidence of the cancellation, release and discharge thereof.

The Company shall not collect any coupons or claims for interest on any claim or obligation pledged hereunder by legal proceedings or by enforcement of any security therefor, except with the written assent of the Corporate Trustee, or in any manner which the Corporate Trustee shall deem prejudicial to the trusts hereunder.

The Corporate Trustee may assume, until notified in writing to the contrary by the holders of at least 10% in principal amount of the bonds secured hereby and then outstanding, that all dividends or other distributions received by it or by the Company in respect of any shares of stock pledged hereunder were paid out of net earnings or earned surplus of the company paying the same and that the Company is entitled to receive any sums paid or collected on account of interest on any bonds, notes or other evidences of indebtedness pledged hereunder.

SECTION 8.07. If an event of default shall have happened and shall be continuing or if the Company shall be in default in the payment of interest on any of the bonds, the right of the Company to receive interest, dividends or other distributions, as provided in Section 8.06, shall cease and determine and the Corporate Trustee, in addition to the other remedies herein provided, may revoke any assignments or orders theretofore delivered to the Company, as provided in Section 8.06, and shall be entitled to collect or receive any dividends or other distributions on any shares of stock and any sums payable for interest upon any bonds or notes or other evidences of indebtedness at the time pledged under this Indenture; and the Company in such case hereby authorizes and directs each and every company, any stock, bonds, notes or other evidences of indebtedness of which are at the time subject to the lien of this Indenture, to make such payments to the Corporate Trustee. If such event of default or default shall be remedied or waived as provided in Article Nine, the right of the Company to release and discharge such claims for interest and to receive and collect such dividends on such shares of stock and such interest on such bonds, notes or other evidences of indebtedness and the duty of the Corporate Trustee to execute such assignments and orders shall revive and continue, as though no such event of default or default had taken place, subject to all the terms

and provisions of Section 8.06, and the Corporate Trustee shall pay over to the Company the amount, if any, of any such interest or dividends collected or received by the Corporate Trustee and then remaining unexpended in its hands.

SECTION 8.08. All bonds, notes or other evidences of indebtedness pledged hereunder shall be held in the manner hereinbefore provided by the Corporate Trustee as security for the bonds issued hereunder upon the trusts herein declared, entitled to the full benefit of all liens, titles, rights and security under all mortgages, deeds of trust or other instruments or agreements securing or purporting to secure the same, and, except as otherwise expressly provided in this Indenture, the Corporate Trustee shall be subrogated to and vested with all rights and liens to which the holders of such bonds, notes or other evidences of indebtedness shall have been entitled at or immediately prior to the time of the pledge thereof hereunder.

SECTION 8.09. In case default shall be made in the payment of the principal of or interest on any of the bonds, notes or other evidences of indebtedness which shall have been delivered to and shall be held by the Corporate Trustee hereunder, then and in any such case the Corporate Trustee in its discretion may, and if it be so requested in writing by the Company or by the holders of not less than 25% in principal amount of the bonds hereby secured then outstanding and there be tendered reasonable security and indemnity satisfactory to the Corporate Trustee for its expenses in connection therewith (including fees of its counsel) and any liability which the Trustees or either of them might incur in the premises shall, cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce such bonds, notes or other evidences of indebtedness or to foreclose or enforce the mortgage or trust or charge or agreement by or under which such bonds, notes or other evidences of indebtedness in default are secured or issued.

SECTION 8.10. In case all or any of the property of any company any of whose bonds, notes or other evidences of indebtedness or capital stock shall be subject to this Indenture shall be sold upon the insolvency of such company or otherwise, at any judicial or other sale, or in case any property covered by a mortgage or other lien securing any bonds or other obligations held by the Corporate Trustee here-

under shall be sold upon foreclosure of such mortgage or lien, then and in every such event, if the property of such company or the property sold can be acquired by crediting on the bonds, notes or other evidences of indebtedness or capital stock held by the Corporate Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying in cash not more than 10% of the price of such property or such larger sum as shall be authorized by the holders of a majority in principal amount of the bonds hereby secured then outstanding, the Corporate Trustee in its discretion may, and if it shall be requested in writing by the Company or by the holders of a majority in principal amount of the bonds hereby secured then outstanding and shall be provided by them or any of them with the amount of cash necessary therefor (whether such amount be more or less than 10% of the price of such property) shall, purchase or shall cause to be purchased or shall permit the Company to purchase such property, either in the name or on behalf of the Corporate Trustee or of the Company or of purchasing trustees, and it shall use or shall permit the Company to use such bonds, notes or other evidences of indebtedness or capital stock, as far as may be, to make payment for such property. In case of any such purchase, the Corporate Trustee shall take such steps as it may deem proper to cause such property to be vested in the Company, subject to the lien of this Indenture, or if the Company shall so direct, to be vested in some other corporation organized or to be organized with power to acquire and manage said property, provided that all the bonds and other indebtedness and capital stock thereof (excepting the number of shares required to qualify directors) shall be delivered to the Corporate Trustee and subjected to the lien of this Indenture.

The Corporate Trustee, at any time, with the consent of the Company, may join in any plan of reorganization or readjustment in respect of any bonds, notes or other evidences of indebtedness or capital stock subject to the lien hereof, and may accept new securities issued in exchange therefor, or cash paid on account thereof, under such plan and which shall be subject to this Indenture. Any such cash received by the Corporate Trustee shall be paid out or applied as provided in Section 7.12.

The Corporate Trustee may, and unless an event of default shall have happened and be continuing, shall, upon the written request of the Company, consent to the extension of the maturity of any bonds,

notes or other evidences of indebtedness subject to the lien hereof, to such date and at such rate of interest as the Company shall request.

SECTION 8.11. Nothing herein contained shall be construed as permitting a subsidiary to consolidate or merge into or with, or to sell, transfer or convey all or substantially all of its property and assets to, any corporation other than the Company or a subsidiary or a corporation which will thereupon be or become a subsidiary.

Any corporation whose stock is pledged hereunder may be consolidated with or merged into, or may transfer its properties as an entirety to the Company (whether upon dissolution or otherwise), provided that forthwith upon the consummation of such consolidation, merger or transfer the Company shall execute and deliver to the Corporate Trustee an indenture supplemental hereto subjecting to the lien hereof, subject only to permitted encumbrances and other liens or encumbrances existing thereon at the time of such consolidation, transfer or merger, all of the properties of such corporation, except properties of the character excepted from the lien hereof, together with an opinion of counsel that such supplemental indenture complies with the requirements of this Section; and provided further that, in case of the consolidation of any such corporation with the Company, the provisions of Article Thirteen shall be complied with. Upon the consummation of any such consolidation, merger or transfer, the pledged shares of stock or securities of any such corporation shall be surrendered to or on the order of the Company, provided there shall have been delivered to the Corporate Trustee a supplemental indenture and opinion of counsel as above provided.

SECTION 8.12. The Company covenants that on demand of the Corporate Trustee it will pay the amount of all transfer taxes, if any, due in the case of any substitutions, exchanges and transfers of stocks, bonds, notes or other evidences of indebtedness made pursuant to the provisions of this Article Eight, or any other provision of this Indenture.

ARTICLE NINE.

REMEDIES OF THE TRUSTEES AND BONDHOLDERS.

SECTION 9.01. In case any one or more of the following events (herein sometimes called events of default) shall happen (for any reason whatsoever and whether such happening shall be voluntary

or involuntary or come about or be effected by application of law or pursuant to or in accordance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), that is to say:

(a) default shall be made by the Company in the due and punctual payment of any instalment of interest on any bond or bonds secured by this Indenture, as and when the same becomes due and payable, as therein expressed, and any such default shall continue for a period of fifteen days; or

(b) default shall be made in the due and punctual payment of the principal of, or premium, if any, on, any bond or bonds hereby secured, when and as the same shall become due and payable, whether at maturity, upon designation for redemption thereof, by declaration or otherwise; or default shall be made in the making of any sinking fund payment when and as the same shall become due as herein expressed; or

(c) default shall be made in the performance or observance of any of the covenants contained in Sections 6.08, 6.12, 6.17(b) through 6.17(e) and 6.22 hereof, and any such default shall continue for a period of fifteen days; or default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Company herein or in any indenture supplemental hereto or in the bonds contained or referred to, to be by it kept or performed, and any such default or defaults shall continue for a period of thirty days after written notice, specifying such default or defaults and requiring the same to be remedied, shall have been given to the Company by registered mail by the Corporate Trustee (who may give such notice in its discretion, and shall give such notice upon request of the holders of not less than 25% in principal amount of the bonds then outstanding); or

(d) default shall be made in the due and punctual payment of the principal of any bonds secured by a prior lien when and as the same becomes due and payable, either at maturity thereof, by declaration or otherwise, or default shall be made in the due and punctual payment of any instalment of interest on any such bonds when and as the same shall become due and payable, and such default shall continue beyond the period of grace, if any, applicable thereto; or

(e) by an order of a court of competent jurisdiction a receiver or receivers for the Company or of all or any substantial part of the mortgaged property shall be appointed upon the application of any creditor in an insolvency or bankruptcy proceeding or other creditors' suit, and any such order shall have con-

tinued unstayed on appeal or otherwise and in effect for a period of sixty days, or a creditors' petition in a reorganization proceeding against the Company under the Bankruptcy Act shall be approved by any such court and the order granting such approval shall have continued unstayed on appeal or otherwise and in effect for a period of sixty days, or a petition for the adjudication of the Company as insolvent or bankrupt or for the appointment of a receiver or receivers of the Company, or of all or substantially all of its property, shall be duly filed and shall not be dismissed within ninety days after the filing thereof; or

(f) by decree of a court of competent jurisdiction the Company shall be adjudicated insolvent or a bankrupt, or the Company shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver (other than a receiver appointed as hereinafter in Section 9.19 provided) of all or any substantial part of the mortgaged property, or to any adjudication of insolvency or bankruptcy, or the Company shall file a petition or an answer admitting the material allegations of a creditor's petition in a reorganization proceeding under the Bankruptcy Act; or

(g) an event of default (as defined in the Trust Indenture dated as of January 31, 1974, between the Company and The Chase Manhattan Bank (National Association), as Trustee, as said Trust Indenture may from time to time be in effect, shall have occurred;

then and in each and every such case the Trustees, or their successor or successors in the trust, may, in their discretion, and, if requested in writing by the holders of 25% in principal amount of the bonds then outstanding, shall, by notice in writing addressed to the Company and delivered or mailed to the Company at its office in Salt Lake City, Utah, at any time during the continuance of such event of default, declare the principal of all the bonds hereby secured then outstanding, and the interest accrued and unpaid thereon, if not already due, to be and thereupon the same shall become and be immediately due and payable, anything in this Indenture or in the bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the bonds shall have been so declared due and payable and before any sale of the mortgaged property shall have been made, all arrears of interest upon all such bonds, with interest at the rate of 6% per annum on all overdue instalments of interest, if and to the extent permitted by law, together with the reasonable charges and expenses of the Trustees, their agents and attorneys,

and all other sums which may have become due and payable by the Company under this Indenture, other than the principal of such bonds as shall not have become due and payable by their terms or upon designation for redemption, shall either be paid by the Company to those entitled thereto (or to the Trustees for their account) or be collected out of the mortgaged property, and all other defaults hereunder and under the bonds known to the Trustees shall have been made good or secured to the satisfaction of the Trustees, or provision deemed by the Trustees to be adequate therefor shall have been made, or shall have been waived as in Section 9.22 provided, then and in every such case the holders of a majority in principal amount of the bonds then outstanding, by written notice to the Company and to the Trustees, may annul such declaration and waive such default and its consequences, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 9.02. In case any one or more of the events of default shall happen and be continuing, then and in each and every such case the Trustees, or their successor or successors in the trust, personally or by their attorneys or agents, are hereby authorized and empowered, either with or without a request by holders of bonds as hereinafter in this Section provided, and whether or not the principal of the bonds shall have matured or been declared due, to exercise any one or more of the following remedies, and to do or cause to be done any or all of the following acts and things, namely:

(1) The Trustees, to the full extent that may be permitted by law, may enter into and upon and take possession of any or all of the mortgaged property and each and every part thereof, and may exclude the Company, its successors or assigns, its or their agents and servants, wholly therefrom; and have, hold, use, operate, manage and control the mortgaged property and each and every part thereof, and, in the name of the Company or otherwise as they shall deem best, conduct the business thereof and exercise the franchises pertaining thereto and all the rights and powers of the Company, and use all the then existing property and assets for that purpose either personally or by their superintendents, managers, receivers, agents and/or servants or attorneys, as they shall deem to the best advantage of the holders of the bonds hereby secured; and, at the expense of the mortgaged property, from time to time, either by purchase, repairs or construction, may maintain and restore, and insure, and keep insured, the equipment, tools and machinery, and other property [illegible] they shall become possessed as aforesaid,

in the manner and to the same extent as is usual with similar companies, and likewise, from time to time, at the expense of the mortgaged property, may make all necessary and/or proper repairs, renewals and replacements and useful alterations, additions, betterments, and improvements thereto and thereon, as to them may seem judicious; may collect and receive all tolls, earnings, income, rents, issues, profits and revenues of the same and of every part thereof; and after deducting the expenses of operating said premises and properties and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for interest, taxes, assessments, insurance and prior or other charges upon the mortgaged property or any part thereof, which the Trustees may deem it advisable to pay in the interest of the bondholders, as well as all their expenses and just and reasonable compensation for their own services and for all agents, clerks, servants and other employees by them properly engaged and employed, they shall apply the balance of the moneys received by them as follows:

(a) In case the principal of none of the bonds shall have become due, to the payment of the instalments of interest in the order of their maturity, with interest, if and to the extent permitted by law, on such overdue instalments of interest, at the rate of 6% per annum, and next, to the discharge of any overdue payments to any sinking fund.

(b) If the principal of any, but not all, of the bonds shall have become due, by maturity, declaration or otherwise, first to the payment of the instalments of interest in default, in the order of their maturity, with interest, if and to the extent permitted by law, on such overdue instalments of interest, at the rate of 6% per annum, and next to the payment of the principal of all the bonds then due, with interest on the overdue principal at the rate of 6% per annum, pro rata, without any preference or priority whatsoever.

(c) In case the principal of all the bonds shall have become due, by maturity, declaration or otherwise, then as provided in paragraphs Second and Third of Section 9.12.

Whenever all that is due upon such bonds and instalments of interest under any of the terms of this Indenture shall have been paid and all events of default made good to the satisfaction of the Trustees, and no suit to foreclose or enforce this Indenture shall have been begun or sale made as hereinafter provided, and after payment in full of the compensation and expenses of the Trustees and their [illegible] attorneys, counsel, agents, clerks,

servants and other employees, and after provision satisfactory to the Trustees for the payment of the next maturing semi-annual instalment of interest upon the bonds of all series then outstanding shall have been made, the Trustees shall surrender possession of the mortgaged property (other than cash or securities at the time required to be held by the Trustees hereunder) to the Company, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

(2) The Corporate Trustee may, with or without entry, collect or enforce the collection of all interest payable in respect of any bonds, notes or other evidences of indebtedness and all dividends paid on any shares of stock which may at the time be held in pledge hereunder, and/or may exercise in its discretion any or all of the voting power represented by any such pledged stocks in the election of directors or for any other purpose or purposes, whether or not the same shall have been transferred into the name of the Corporate Trustee or its nominee or nominees. Any sums so collected or received by the Corporate Trustee shall be held and applied by it in like manner as is provided in the foregoing subdivision (1) of this Section 9.02 in respect of tolls, earnings, income, rents, issues, profits and revenues collected or received by the Trustees from or on account of the mortgaged property.

(3) The Trustees may, with or without entry, sell or dispose of, subject to all the liens thereon which then shall be prior and superior to the lien of this Indenture, or free from such liens as they, in their discretion, may elect to discharge, all or any part or parts of the mortgaged property and all or any part or parts of the right, title, interest, claim and demand of the Company therein and the right of redemption thereof, at public auction at such time or times and place or places and upon such conditions as to upset or reserve bids or prices and as to terms of payment including terms as to credit, partial credits and security for payment and other terms of sale as the Trustees may fix, or as may be required by law, including power and authority to the Trustees to rescind or vary any contract of sale that may be entered into and to resell under the powers herein conferred.

(4) The Trustees may proceed to protect and to enforce their rights and the rights of the bondholders under this Indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted or for the foreclosure of this Indenture, or for the sale of the mortgaged property under the judgment or decree of any court or courts of competent jurisdiction, or by any other appropriate legal or equitable remedy as the Trustees, being advised by counsel,

shall deem most effectual to protect and enforce any of their rights or duties hereunder.

In case any one or more of the events of default shall happen and be continuing, it shall be the duty of the Trustees upon being so requested in writing by the holders of at least 25% in principal amount of the bonds then outstanding, and upon being indemnified to their satisfaction against costs, expenses and liability which may be incurred by acting in pursuance of such request, to proceed to exercise some one or more of the foregoing remedies, but neither this provision nor the provisions of Section 9.24 shall be construed as authorizing the holders of said percentage of the principal amount of the bonds outstanding to require the Trustees to exercise the particular remedy or remedies specified in such request or to control the discretion of the Trustees as to the time, place and manner of conducting the proceedings for the exercise of the remedy or remedies which the Trustees shall determine to exercise.

SECTION 9.03. In case any one or more of the events of default shall happen and be continuing and the Trustees shall proceed by suit or suits at law or in equity, or by any other judicial proceeding, they shall be entitled to have the mortgaged property sold by judicial sale under the order of a court or courts of competent jurisdiction, or under executory or other legal process, for or toward the satisfaction of the principal and interest due or owing upon the then outstanding bonds issued under or entitled to the benefit of the security of this Indenture, and for the enforcement of the rights, liens and security of the Trustees and the bondholders, and shall be entitled, as a matter of right, pending any such suit or proceeding, to a receivership of the mortgaged property and of the earnings, revenues, issues, profits and income thereof, whether the mortgaged property shall or shall not be adequate and sufficient to pay and satisfy the bonds then outstanding; but, notwithstanding the appointment of any receiver, the Trustees shall be entitled to the possession and control of any cash, bonds or other obligations and/or stock at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustees.

Any receiver of the mortgaged properties, or any trustee in bankruptcy, appointed upon the application of the Trustees or of the holders of the bonds, shall, to the extent permitted by law, at the same time be entitled to take possession of any and all excepted property which may be necessary or useful in the operation of the mortgaged property

and use the same in the operation of the mortgaged property, provided, however, that the lien of this Indenture shall not thereby be extended to such excepted property and such receiver or trustee shall be accountable to the Company, its successors or assigns, or to whosoever may be lawfully entitled thereto, for any such excepted property so taken or used or for the income therefrom so taken or used.

SECTION 9.04 In the event of any sale, whether made under the power of sale herein granted or conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the mortgaged property shall be sold in one parcel and as an entirety, in any one of the counties in which any part of the mortgaged property lies, including all the rights, titles, estates, equipment, franchises, privileges, contracts, mortgages and other real and personal property, of every name and nature, unless such sale as an entirety is impracticable by reason of some statute or other cause or, in the discretion of the Trustees, not desirable in the interest of the bondholders, or unless the holders of a majority in principal amount of the bonds hereby secured then outstanding shall in writing request the Trustees to cause the mortgaged property to be sold in parcels, in which cases the sale shall be made in such parcels and in such order as in the former case shall be determined by the Trustees, and in the latter case as may be specified in such request, or, if not so specified, as the Trustees in their discretion shall deem most expedient in the interest of the bondholders; and this provision shall bind the parties hereto and each and every one of the holders of the bonds hereby secured or intended so to be; and the Company, for itself and all persons, firms and corporations claiming by, through or under it, or who may at any time hereafter become holders of liens junior to the lien of this Indenture, hereby expressly waives and releases any and all right to have the mortgaged property or any part thereof marshalled upon any sale, foreclosure or other enforcement hereof; and the Trustees, or any court in which the foreclosure of this Indenture or the administration of the trusts hereby created is sought, shall have the right as aforesaid to sell the entire mortgaged property as a whole in a single parcel.

SECTION 9.05. Notice of any sale, pursuant to any provision of this Indenture, shall state the time and place when and where the same is to be made and shall contain a brief general description of the property to be sold and shall be sufficiently given if published prior to such

sale once in each of four consecutive calendar weeks in a newspaper printed in the English language and customarily published on each business day and of general circulation in the City of Salt Lake, Salt Lake County, State of Utah, but the Trustees shall give notice in such other manner and in such other places as may be required by law or as they may deem advisable.

SECTION 9.06. The Trustees may adjourn and from time to time readjourn any sale to be made by them under the provisions of this Indenture, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, without further notice or publication, they may make such sale at the time and place to which the same shall be so adjourned or readjourned.

SECTION 9.07. Upon the completion of any sale or sales under or by virtue of the provisions of this Indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or good and sufficient deeds and other instruments conveying, assigning and transferring the property and franchises sold. The Trustees and their successors are hereby appointed the true and lawful attorneys irrevocable of the Company, in its name and stead, to make all necessary deeds and conveyances of property thus sold, and for that purpose they may execute all necessary acts of assignment and transfer, and may substitute one or more persons with like power, the Company hereby authorizing, ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Trustees, shall ratify and confirm such sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such transfers, assignments and conveyances as may be necessary or in the judgment of the Trustees proper for the purpose and as may be designated in such request.

SECTION 9.08. Any such sale or sales made under or by virtue of the provisions of this Indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and/or assigns, and against any and all persons claiming or to claim the prem-

ises and property sold, or any part thereof, from, through or under the Company, its successors and/or assigns.

SECTION 9.09. The personal property and chattels conveyed or intended to be conveyed by or pursuant to this Indenture, both those now held and those hereafter acquired, shall be deemed real estate for all the purposes of this Indenture, and shall be held and be taken to be fixtures and appurtenances of real estate of the Company, and, in case of foreclosure sale of the property hereunder whether by legal process, judicial sale or under the powers hereof or otherwise, are to be used and to be sold therewith and not separate therefrom, except as herein otherwise provided.

SECTION 9.10. The receipt or receipts of the Trustees or of the court officer conducting any such sale for the purchase money paid at any such sale shall be a sufficient discharge therefor to any purchaser of the premises and property or any part thereof sold as aforesaid; and no such purchaser or his representatives, grantees and/or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 9.11. Upon any sale, as aforesaid, any purchaser or purchasers at said sale or sales for the purpose of making settlement or payment for the property purchased shall be entitled to turn in, use and apply any bonds then outstanding, and any claims for interest secured by this Indenture then matured and unpaid, toward the payment of said purchase money, by presenting the same so that there may be credited as paid thereon the sums applicable to the payment thereof out of the net proceeds of such sale to the holder of such bonds as his ratable share of such net proceeds, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges; and thereupon such purchaser shall be credited on account of such purchase price payable by him with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the bonds and claims so presented; but such bonds and claims so applied in payment by the purchaser or purchasers shall be deemed to

be paid only to the extent so applied; and at any such sale any bondholder or bondholders may bid for and purchase such property and make payment on account thereof as aforesaid, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability therefor.

SECTION 9.12. The purchase money, proceeds or avails of any such sale or sales, whether under the power of sale herein granted or pursuant to judicial proceedings, together with any other amounts of cash which then may be held by the Trustees under any of the provisions of this Indenture as part of the trust estate, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustees under this Indenture, and to the payment of all taxes, assessments or liens prior to the lien of this Indenture except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second. To the payment of the whole amount of the principal, interest and premium, if any, which shall then be owing or unpaid upon the bonds hereby secured or any of them, with interest at the rate of 6% per annum on the overdue principal and, if and to the extent permitted by law, on overdue instalments of interest and premium, if any, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds, then to the payment of such principal, interest and premium, if any, ratably to the aggregate of such principal and unpaid interest and premium, if any, without preference or priority of principal over interest or premium, if any, or of interest over principal or premium, if any, or of premium, if any, over principal or interest, or of any instalment of interest over any other instalment of interest, or of the bonds of any series over the bonds of any other series. Such payments shall be made on or after the date fixed therefor by the Trustees, upon presentation of the several bonds and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

Third. To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

SECTION 9.13. Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial pro-

ceedings for the foreclosure or otherwise for the enforcement of this Indenture, the principal of all bonds then outstanding hereunder, if not previously due, together with all accrued and unpaid interest thereon, shall at once become and be immediately due and payable, anything in said bonds or in this Indenture contained to the contrary notwithstanding.

SECTION 9.14. The Company covenants that in case

(1) default shall be made in the payment of any interest on any bond or bonds at any time outstanding and secured by this Indenture and such default shall continue for a period of fifteen days, or

(2) default shall be made in the due and punctual payment of the principal, or premium, if any, on, any bond or bonds hereby secured when and as the same shall become due and payable, whether at maturity, upon designation for redemption thereof (for any sinking fund or otherwise), by declaration or upon a sale of the mortgaged property, as herein provided,

then, upon demand of the Trustees, the Company will pay to the Trustees, for the benefit of the holders of the bonds hereby secured then outstanding, the whole amount which then shall have become due and payable on all such bonds then outstanding, for interest or principal or premium, if any, or any of them, as the case may be, with interest at the rate of 6% per annum upon the overdue principal and premium, if any, and, if and to the extent permitted by law, on overdue instalments of interest; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own names and as trustees of an express trust, shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid.

The Trustees shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged property, and the right of the Trustees to recover such judgment shall not be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof; and in case of a sale of any of the mortgaged property and of the application of the proceeds of sale to the payment of the indebtedness hereby secured,

the Trustees, in their own names and as trustees of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of such indebtedness remaining unpaid with interest as aforesaid. No recovery of any such judgment by the Trustees and no attachment or levy of any execution upon any such judgment, upon the mortgaged property or any part thereof or upon any other property, shall, in any manner or to any extent, affect the lien of this Indenture upon the mortgaged property or any part thereof, or any lien, rights, powers or remedies of the Trustees hereunder, or of the holders of the bonds hereby secured, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustees under the provisions of this Section shall be applied by them as follows:

First. To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustees under this Indenture, or in executing any trust or power hereunder; and

Second. To the payment of the amounts then due and unpaid upon the bonds and for interest in respect whereof such moneys shall have been collected, ratably and without any preference or priority of any kind, according to the amounts due and payable upon such bonds and for interest respectively, to the date fixed by the Trustees for the distribution of such moneys, upon presentation of the several bonds and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

SECTION 9.15. The Trustees shall have power to institute and maintain such suits and proceedings as they may be advised by counsel shall be necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company, or of others, in violation of this Indenture or unlawful, or by the Trustees deemed necessary or expedient to preserve and to protect their interest and the security and interest of the bondholders in respect of the mortgaged property, or in respect of the income, earnings, rents, issues, profits and revenues

arising therefrom, including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order that may be deemed unconstitutional or otherwise invalid, if in the judgment of the Trustees the enforcement of, or compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the bondholders or of the Trustees; and upon request of the holder or holders of not less than 10% in principal amount of the bonds issued hereunder who shall furnish to the Trustees security and indemnity satisfactory to the Trustees for their expenses and compensation for their services and for any liability whatsoever which they may or might incur in the premises, it shall be the duty of the Trustees to proceed as authorized in this Section.

SECTION 9.16. Upon default of the Company so to do, the Trustees may, in their discretion, and, if requested in writing by the holders of at least 25% in principal amount of the bonds then outstanding, and provided with the amount of cash necessary therefor and indemnified as hereinafter provided, shall, make any payment (other than the principal, interest and/or any sinking fund in respect of the bonds) which the Company by any provision of this Indenture agrees to make or cause to be made, and the Company covenants and agrees that it will forthwith repay to the Trustees all moneys which the Trustees shall so pay and will pay interest thereon from the date of such payment by the Trustees until the repayment thereof at the rate of 6% per annum; and until so paid, such advances shall be secured by a lien under and by virtue of this Indenture upon the mortgaged property, in preference to the bonds issued hereunder. No such payment by the Trustees shall be deemed to relieve the Company from the consequences of any event of default hereunder.

SECTION 9.17. The Company will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the mortgaged property or any part thereof may or shall be situate, nor will it claim, take or insist on any benefit or advantage from any law, now or hereafter in force, providing for the valuation or appraisement of the mortgaged property or any part thereof, prior to any sale or sales thereof to be made pursuant to any

provision herein contained, or to the decree of any court of competent jurisdiction, nor after any such sale or sales will it claim or exercise any right conferred by any law now or at any time hereafter in force to redeem the property so sold or any part thereof, and it hereby expressly waives all benefit and advantage of any such law or laws, and waives the appraisement of the mortgaged property or any thereof, and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustees, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

SECTION 9.18. The Company for itself, its successors and assigns, hereby expressly covenants to and with the Trustees that at and immediately upon the commencement by the Trustees of any action, suit or other legal proceedings (1) to obtain possession of the mortgaged property, or any part thereof, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearances in such suit or proceedings, and consent to the entry of a judgment for the recovery and possession of the mortgaged property and every part thereof; (2) for the foreclosure of the lien of this Indenture, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearances in such suit or proceeding and consent to the appointment of a receiver of said property and the tolls, income and revenues thereof for the sole benefit of the holders of the bonds; and (3) pursuant to the terms hereof, to obtain judgment for the principal of or interest upon any of the bonds or for both, or to obtain judgment of any other nature in aid of the enforcement of the bonds, or of any of them, or of this Indenture, the Company, its successors or assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearances in such action, suit or proceeding and consent to the entry of a judgment for such principal and interest, and interest upon overdue principal and instalments of interest, and for the lawful costs and expenses and compensation of the Trustees and of their agents and attorneys, and for such other relief as the Trustees may be entitled to hereunder.

SECTION 9.19. At any time hereafter before full payment of the bonds secured hereby, and whenever the Company shall deem it to be expedient for the better protection or security of such bonds (although

then there shall be no event of default entitling the Trustees to exercise the rights and powers conferred by this Article), the Company, with the consent of the Trustees, may surrender and deliver to the Trustees or either of them full possession of the whole or of any part of the mortgaged property, for any period fixed or indefinite. In such event, the Trustees or either of them shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to their right, at any time subsequently when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession, though beyond the expiration of any prescribed period, and such Trustees or Trustee, from the time of entry, may have, hold, use, operate, manage and control the same in accordance with the provisions of, and shall receive and apply the income and revenues thereof as provided in, subdivision (1) of Section 9.02.

Upon application of the Trustees, and with the consent of the Company if then there be no subsisting event of default and without such consent if then there shall be a subsisting event of default, a receiver may be appointed to take possession of and to operate, maintain and manage the whole or any part of the mortgaged property, wheresoever the same may be situated; and the Company shall, upon demand of the Trustees, transfer and deliver to such receiver all such property, wheresoever the same may be situated; and the receiver shall have power to continue all then pending actions and to hold and enforce all such choses in action as have accrued or are to accrue to the Company, as well as all of the earnings, income and profits thereof, for the sole benefit of the Trustees and the holders of the bonds then outstanding, and with such other or further powers as the court making such appointment shall confer; and in every case, when a receiver of the whole or of any part of the mortgaged property shall be appointed under the provisions of this Section or otherwise, the net income and profits of such property shall be paid over and received by the Trustees for the benefit of the holders of the bonds hereby secured, and the Trustees shall be entitled to continue to retain possession and control of all cash, securities and/or stock now or hereafter held by or deliverable to them hereunder; but in the event of any such receivership the Trustees may from time to time, in their discretion, turn over any part or all of the moneys so collected by them to such receiver and may cooperate with such receiver in managing and operating the entire properties of

of the Company in such manner as the Trustees shall deem for the best interests of the holders of the bonds hereby secured.

SECTION 9.20. No delay or omission of the Trustees or of any holder of bonds hereby secured to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein, nor shall the action of the Trustees or of the bondholders in case of any default, or of any default and the subsequent waiver of such default, affect or impair the rights of the Trustees or of such holders in respect of any subsequent default on the part of the Company or impair any right resulting therefrom and every power and remedy given by this Article Nine to the Trustees or to the bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient by the Trustees or by the bondholders, respectively.

SECTION 9.21. The Trustees are hereby irrevocably appointed special agents and representatives of the holders of the bonds and vested with full power in their behalf to enforce this Indenture for their benefit as provided herein, and it is covenanted and agreed that in all actions, suits or proceedings, or dealings or transactions in any way affecting or relating to this Indenture or the premises covered by the lien of this Indenture or any part thereof or the title thereto, the Trustees shall be deemed the representatives of the bondholders, except as herein otherwise provided or as may be provided by law, and in no case shall it be necessary to notify any bondholders or to make any bondholder a party to any action, suit or proceeding for the purpose of binding or concluding him, except as otherwise above provided and as otherwise may be provided by law.

Anything in this Indenture contained to the contrary notwithstanding, the holders of more than 75% in principal amount of the bonds hereby secured then outstanding shall have the right from time to time, if they so elect and manifest such election by an instrument or concurrent instruments in writing executed and delivered to the Trustees, to direct and control the method and place of conducting any and all proceedings for any sale of the mortgaged property or any adjournment thereof, or for the foreclosure of the lien of this Indenture, or for the appointment of a receiver or for any other action or proceeding hereunder, provided that such direction shall not be otherwise than in

accordance with the provisions of law and of this Indenture, but they shall have no right to involve the Trustees in any personal liability of any kind to anybody without first and from time to time indemnifying them to their satisfaction; provided, however, that the Trustees shall have the right to decline to follow any such direction which in their opinion would be unjustly prejudicial to the holders of bonds not parties to the direction.

SECTION 9.22. Anything in this Article Nine or elsewhere in this Indenture to the contrary notwithstanding, the Trustees shall, upon the written request of the holders of a majority in principal amount of the bonds hereby secured then outstanding (including, if more than one series of bonds be at the time outstanding, the holders of a majority in principal amount of the bonds of each such series), and on being furnished with the opinion of their counsel that it is proper for them so to do, waive any default hereunder and its consequences, except a default in the payment of the principal of or interest or premium, if any, on any of the bonds hereby secured or of any sinking fund payments, when and as the same shall become due and payable by the terms thereof or upon call for redemption. In case of any such waiver the Company, the Trustees and the holders of the bonds shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon. The Trustees shall not be responsible to any one for waiving or refraining from waiving any default in accordance herewith.

SECTION 9.23. In case more than one series of bonds shall be outstanding and an event of default shall exist in respect of the payment of the principal or premium, if any, or interest on the bonds of any one or more of such series and not in respect of the bonds of one or more other series, then whatever action in this Article Nine is provided may or shall be taken upon the existence of such an event of default by or upon the request of the holders of 25% of the principal amount of all bonds outstanding hereunder may be or shall be taken, in the absence of such request, by or upon the request of the holders of 25% of the principal amount of the outstanding bonds of such series with respect to which such event of default shall have occurred. The provisions of this Section shall not, however, be applicable to any request or direction provided for in Section 9.01 or Section 9.21.

SECTION 9.24. No holder of any bond hereby secured shall have the right to institute any suit, action or proceeding at law or in equity, or any special or other statutory proceeding, upon or in respect of this Indenture, or for the execution of any trust or power hereof, or for the appointment of a receiver, or for any other remedy under or upon this Indenture, unless

(a) such holder shall previously have given to the Trustees written notice of an event of default as defined in Section 9.01, and of the continuance thereof as hereinbefore provided; and

(b) the holders of at least 25% in principal amount of the bonds then outstanding after the right to exercise such powers, or right of action, as the case may be, shall have accrued, shall have made written request upon the Trustees and shall have afforded to them reasonable opportunity either to proceed themselves to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own names; and

(c) such holder or holders shall have offered to the Trustees security and indemnity satisfactory to them against the costs, expenses and liabilities to be incurred in or by reason of such action, suit or proceeding; and

(d) the Trustees shall have refused or neglected either to comply with such request within a reasonable time thereafter or to take other appropriate proceedings for the enforcement of this Indenture;

and such notification, request, offer of indemnity and refusal or neglect on the part of the Trustees are hereby declared, in every such case, at the option of the Trustees, to be conditions precedent to the execution of the trusts and powers of this Indenture, and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds.

Nothing in this Indenture contained shall, however, affect or impair the right of any bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on his bond or

bonds at and after the maturity thereof as therein expressed or upon call for redemption, or the obligation of the Company, which is also absolute and unconditional, to pay the principal of and interest on each of the bonds issued hereunder to the respective holders thereof at the time and place in said bonds expressed.

Anything to the contrary notwithstanding contained in this Section 9.24, the parties to this Indenture and the bondholders agree that the court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustees for any action taken or omitted by them or either of them as Trustees, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, however, that the provisions of this paragraph shall not apply to any suit instituted, directly or through an agent or agents, by the Trustees, or either of them, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than 10% in principal amount of the bonds outstanding or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on his bond or bonds at and after the maturity of such principal or interest as expressed therein.

SECTION 9.25. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees or the holders of bonds hereby secured is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent employment of any other appropriate remedy or remedies.

SECTION 9.26. The Company may waive any period of grace provided for in this Article Nine.

SECTION 9.27. In case the Trustees shall have proceeded to enforce any right, power or remedy under this Indenture, by foreclosure or otherwise, and such proceeding shall have been discontinued or

abandoned because of any waiver as in this Article Nine provided, or for any other reason, or shall have been determined adversely to the Trustees, then and in each and every such case the Company and the Trustees shall be restored to their former positions and rights hereunder in respect of the mortgaged property, and all rights, powers and remedies of the Trustees shall continue as though no such proceedings had been taken.

SECTION 9.28. All rights of action under this Indenture may be enforced by the Trustees without the possession of any of the bonds, or the production thereof on the trial or other proceedings relative thereto.

SECTION 9.29. It is intended that the grants of the several classes and parcels of property contained herein shall each be construed and treated as a separate, distinct grant for the purpose of securing the bonds issued hereunder in the same manner as though each of said classes and parcels of property was mortgaged and transferred to the Trustees by a separate and distinct mortgage, so that if it should at any time appear or be held that this Indenture fails to transfer to the Trustees the title to said several and distinct classes and parcels of property, or any part thereof, as against creditors of the Company, other than the holders of the bonds or otherwise, such failure shall not operate to affect in any wise the transfer of the other classes and parcels of property or any part thereof; but nothing herein contained shall be construed as requiring the Trustees or the bondholders to resort to any particular property for the satisfaction of the indebtedness hereby secured in preference or priority to any other property hereby conveyed, but the Trustees may seek satisfaction out of all said property, or any part thereof, in their own absolute discretion.

SECTION 9.30. All rights, remedies and powers provided by this Indenture or any supplemental indenture may be exercised only to the extent that the exercise or enforcement thereof does not violate any applicable provision of law in the premises and all the provisions of this Indenture or any supplemental indenture are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture or any supplemental indenture or the bonds invalid or unenforceable or render this Indenture

or any supplemental indenture not entitled to be recorded or filed under the provisions of any applicable law in order to create or maintain the lien intended to be created thereby.

ARTICLE TEN.

Concerning the Trustees.

Section 10.01. The Trustees severally for themselves and their respective successors hereby accept the trusts established by this Indenture but only upon the terms and conditions hereof, including the following, all of which shall bind the Company and the holders of the bonds:

(a) It shall be no part of the duty of the Trustees to see to any recording, filing or registration of this Indenture or of any supplemental indenture or instrument of further assurance (and the Corporate Trustee may authenticate and deliver bonds and pay out deposited moneys without regard thereto) or to give any notice thereof or to effect or renew any insurance or to see to the collection or application of any insurance moneys or to inquire into or see that the properties of the Company are adequately or properly insured, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the mortgaged property or any part thereof, or against the Company, or to see to the performance or observance of any of the covenants or agreements hereof on the part of the Company. The Trustees shall be under no obligation to see to the payment or discharge of any liens (other than the lien hereof, and then only to the extent herein provided) upon the mortgaged property, or to see to the payment of the principal or interest of any obligation secured thereby or to the delivery or transfer to it of any property released from any such lien, or to give notice to or make demand upon any mortgagor, mortgagee or other person for the delivery of any of such property.

(b) The Trustees shall not be required to take any action in respect of any default or event of default, or to take any action towards the execution or enforcement of the trust hereby created, or to institute, appear in or defend any action, suit or other proceeding in connection therewith, where in their opinion such action will be likely to involve them in expense or liability, unless requested so to do by an instrument in writing, signed by the holders of not less than 25% in principal amount of the

bonds then outstanding, and unless tendered security and indemnity satisfactory to them against any and all cost, expense and liability, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustees or which they may otherwise have to determine whether or not they will take action without such request or indemnity.

(c) The Trustees shall not be required to recognize anyone as a holder of bonds issued hereunder unless and until the bonds claimed to be held are submitted to the Trustees for inspection or title thereto is otherwise established to their satisfaction.

(d) The Trustees shall not be compelled to do any act or to make any payment hereunder or in respect hereof unless put in funds for the purpose and indemnified to their satisfaction against any cost, liability or expense in connection therewith. Wherever any provision is made herein for the payment of moneys by the Trustees or either of them at any time, whether in respect of any sinking fund, the redemption of all or part of the bonds, the payment of the bonds, or otherwise, the Trustees or such Trustee shall in no event be liable to anyone beyond the amount of moneys deposited with them or it for any such purpose.

(e) All representations and recitals contained in this Indenture and in the bonds (save only the certificate of authentication of the Corporate Trustee upon the bonds and the recitals relating particularly to the Corporate Trustee and the Individual Trustee) are made by and on behalf of the Company, and the Trustees are in no way responsible therefor or for any statement therein contained or for any action or thing by them done, suffered or permitted by reason of any representation made by the Company or any of its officers or agents, and the Trustees make no representations as to the value of any property mentioned herein or as to the title thereto, and the Trustees do not purport to have any knowledge in respect thereof.

(f) The Trustees shall not be responsible for the execution, acknowledgment or validity hereof or of any instrument supplemental hereto, or of the bonds, or for the proper authorization thereof by corporate or public action, or for the sufficiency of the security purported to be created hereby, and make no representation in respect thereof or in respect of the rights of the holders of any of the bonds. The Trustees shall not be responsible for the validity, genuineness or execution of any stocks, bonds, obligations or contracts at any time pledged hereunder, and (except as in this Indenture otherwise expressly provided)

shall not be obliged as a condition precedent to the acceptance thereof to examine into or pass upon the same, and shall be entitled conclusively to assume that any certificate of stock or evidence of indebtedness tendered to them as representing such stocks, bonds or obligations are such pledged securities and what they purport to be, and that the same are genuine and valid and have been duly executed by the proper and duly authorized persons and that any endorsements or assignments thereof are genuine and legal; and the Trustees shall be under no obligation to accept a certificate for any share of stock, or to cause or permit a transfer thereof to be made to them, or to cause or permit to be made to them the transfer of any stock, bond, note or other obligation, if in the opinion of the Trustees such acceptance or transfer may involve them in or render them liable to be subjected to any liability or expense, unless indemnified to their satisfaction. The Trustees shall be under no obligation to give notice to any person of the making of this Indenture or of any supplemental indenture or instrument of further assurance, or to see to the application of the proceeds of the sale or disposition of any bonds at any time authenticated by the Corporate Trustee hereunder.

(g) The Trustees shall not be personally liable for any debt duly contracted by either of them, or for damages to persons or property injured, or for salaries or nonfulfillment of contracts, during any period wherein the Trustees shall manage the mortgaged property upon entry or voluntary surrender as provided in Article Nine hereof. The Trustees shall not be personally liable for any receiver's certificates or obligations issued by any receiver.

(h) The Trustees shall be protected in acting upon any notice, demand, waiver, request, consent, opinion, certificate, report, statement, list, letter, telegram, bond or other paper or document believed by them to be genuine and to have been signed, sent or presented by the proper party or parties.

(i) Whenever under the provisions of this Indenture the Trustees or either of them shall be required, or shall deem it necessary, to be informed as to any fact or facts or conditions, preparatory to taking or omitting to take any action under this Indenture, and no provision is contained in this Indenture for proving or evidencing to the Trustees such fact or facts or conditions, the existence of such fact or facts or conditions shall be deemed conclusively proved and evidenced to the Trustees when stated in an affidavit or certificate by the President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, and

delivered to the Corporate Trustee. Such affidavit or certificate shall be conclusive evidence to the Trustees of the existence or non-existence of the facts or conditions set forth therein and complete protection to the Trustees in taking or omitting to take such action, whether or not such facts or conditions shall have been misstated therein. The Trustees may rely upon the certificate of the Secretary or an Assistant Secretary of the Company under the corporate seal as to the adoption of any resolution by the Board of Directors or stockholders of the Company.

(j) Whenever under the provisions of this Indenture, the Trustees or either of them shall be required, or shall deem it necessary, to be furnished with evidence of a determination, direction, request, opinion, designation, selection or authorization of the Company, or with evidence of the exercise by the Company of an option, preparatory to taking or omitting to take any action under this Indenture, and no provision is contained in this Indenture for evidencing such matter to the Trustees, the same shall be deemed conclusively evidenced to the Trustees when stated in a written instrument executed in the name of the Company by the President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, and delivered to the Corporate Trustee. Such instrument shall be conclusive evidence to the Trustees of the matter or matters set forth therein and complete protection to the Trustees in taking or omitting to take such action, whether or not the facts as to any such determination, direction, request, opinion, designation, selection, authorization or exercise of an option shall have been misstated therein.

(k) Wherever in this Indenture it is provided that, before authenticating and delivering any bonds, or releasing or applying any cash on deposit with the Trustees or either of them, or releasing any property from the lien of this Indenture, or taking or permitting any other action contemplated by any provision of this Indenture, there shall be delivered to the Trustees any resolution, statement, certificate, affidavit, opinion or other instrument, or that the Trustees shall authenticate and deliver bonds, release or apply cash, release property or take or permit any other action only upon the delivery to it of any resolution, statement, certificate, affidavit, opinion or other instrument, the Trustees and either of them may accept the statements contained in any such resolution, statement, certificate, affidavit, opinion or other instrument as conclusive and sufficient evidence of any fact or matter of opinion or otherwise pertinent to the right of the Trustees to authenticate and deliver such bonds, release

or apply such cash, release such property or take or permit such other action, and shall not be liable for any action taken or permitted by them or either of them on the faith thereof; nor shall they be under any duty to make any investigation in respect thereof. The Trustees may, however, make such investigation of the truth and accuracy of the statements made in any such resolution, statement, certificate, affidavit, opinion or other instrument as to them or either of them may seem proper and unless satisfied as to the truth and accuracy of such statements they shall be under no obligation to take or permit the action requested. The Trustees shall be required to make such investigation when requested so to do by an instrument in writing signed by the holders of not less than a majority in principal amount of the bonds then outstanding and tendered security and indemnity satisfactory to them against any and all costs, expenses and liability in connection therewith. The Trustees shall be under no duty to check or verify any financial or other statements or reports furnished to them pursuant to any provision hereof or any certificates or affidavits furnished in connection with any request for the authentication of bonds or the payment of deposited cash, or to check, verify or compare any of such reports with any other of such statements or reports previously or subsequently furnished to them, and shall be under no other duty in respect of the same, except to file the same, and permit the inspection of the same at reasonable times by any bondholder.

(l) The Trustees shall not be concerned with or accountable to anyone for the use or application of any deposited cash which shall be released or withdrawn in accordance with the provisions of this Indenture or of any property or securities or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

(m) The Trustees may exercise their powers and perform their duties by or through, and may select and employ in and about the execution of the trusts hereby created, attorneys, appraisers, engineers, geologists, accountants, agents and other employees, whose reasonable compensation shall be deemed part of the expenses of the Trustees and shall be paid by the Company upon demand. The Trustees shall not be answerable for the act, default or misconduct of any attorney, appraiser, engineer, geologist, accountant, agent or other person employed by them in pursuance hereof, if selected with reasonable care; nor shall the Trustees be liable for any action whatever by either of them hereunder, except that each of the Trustees shall be liable for its or his own wilful misconduct or gross negligence.

(n) The Trustees may consult with counsel and the opinion of counsel shall be full protection and justification to the Trustees for anything done or omitted or suffered to be done by them in accordance with such opinion and not contrary to any express provision hereof.

(o) The Trustees may acquire and hold bonds issued hereunder, or may engage in or be interested in any financial or other transaction with the Company or any corporation in which the Company may be interested, and the Corporate Trustee may act as depositary, trustee, transfer agent, registrar or agent for the Company or for any committee or other body in respect of any bonds, notes, or other securities, whether or not issued pursuant hereto.

(p) Any moneys at any time received or held by or to the credit of either of the Trustees under any of the provisions of this Indenture or for the payment of the bonds upon redemption or otherwise, whether trust funds or not, may be held by the Corporate Trustee without any liability for interest save such as the Corporate Trustee may agree upon with the Company, such interest (unless there shall have happened and be continuing an event of default as defined in Section 9.01) to be paid periodically by the Corporate Trustee to the Company. At any time, however (unless there shall have happened and be continuing an event of default as defined in Section 9.01), upon application of the Company, the Corporate Trustee shall invest any cash so held (other than moneys deposited for the payment of principal of or interest on the bonds after such principal and interest shall have become payable and other than moneys set aside for the redemption of bonds) in securities of the United States Government designated in such request or in other securities which are legal investments for savings banks in the State of New York and which are designated in such request and not disapproved by the Corporate Trustee, the income from any such securities (unless there shall have happened and be continuing an event of default as defined in Section 9.01) to be paid to the Company as and when received by the Corporate Trustee, and at any time upon application of the Company the Corporate Trustee shall sell any such securities, provided, however, that any loss which may be sustained when such securities are sold shall immediately upon request of the Corporate Trustee be paid over to the Corporate Trustee by the Company, and provided also that any gain on the sale of any securities so purchased or otherwise received by the Corporate Trustee (unless there shall have happened and be continuing an event of default as defined in Section 9.01) shall immediately be paid over by the Cor-

porate Trustee to the Company, and provided that all expenses in connection with making and/or selling such investments shall immediately upon request of the Corporate Trustee be paid over to the Corporate Trustee by the Company. The Corporate Trustee may in its discretion (but shall not be under any duty to) sell any such securities without request of the Company if it shall deem such action necessary for the protection of the trust estate or in order to enable it to make any payment required to be made by it in accordance with the provisions hereof; and the Company shall be liable for any loss and entitled to any gain resulting therefrom as above provided. The Trustees shall not be responsible to the Company or to any holders of bonds for any depreciation in the value of any such securities or for any loss arising therefrom. If the Corporate Trustee has knowledge of the existence of any event of default or that any default has been made in the payment of interest on any of the bonds, any moneys held by it and subject to payment, repayment or reversion to the Company need not be so paid or repaid, but may be held by the Corporate Trustee as part of the trust estate until such default or event of default has been remedied or waived pursuant to any of the provisions of Article Nine.

(q) In accepting the assignment and transfer to them of the mortgaged property, whether property, franchises, rights, securities, leases, contracts, licenses, permits, or whatever it may be, and whether under this Indenture or some indenture supplemental hereto, the Trustees act solely as trustees hereunder and not in their individual capacities, and all persons, other than the Company and the holders of bonds secured hereby, having any claim against the Trustees arising by reason of such assignment or transfer, shall look only to the mortgaged property for payment or satisfaction thereof.

(r) In any controversy that may arise between the Company and the United States, or any state, county or municipal authority, as to the legality or regularity of any tax, levy or impost that may be assessed upon the mortgaged property, or upon the bonds hereby secured, the Trustees shall have full power and authority, on behalf of the bondholders, or any one or more of them, upon election by them so to do, to intervene in any such proceedings or controversy, and to institute and maintain any litigation, either at law or in equity, in the appropriate jurisdiction, in respect of the same, but there shall be no duty imposed hereby upon the Trustees to take such action in this behalf unless and until they shall have been requested in writing so to do by the holders of not less than 10% in principal amount of the bonds then outstanding hereunder and indemnity satisfactory to them for all costs and expenses to be incurred in and about said litigation shall have been [illegible] or tendered to the Trustees, and any expense so incurred shall be a

(s) The Trustees shall not be required to take notice or be deemed to have notice or knowledge of any default or event of default (except default in the payment of moneys to the Corporate Trustee which the Company is required to pay to the Corporate Trustee on or before a specified date or within a specified time after receipt by the Corporate Trustee of a certificate or application of the Company which was in fact received) unless the Corporate Trustee shall receive from the Company or the holder of at least one bond then outstanding of any series a written notice stating that such person believes that a default or event of default hereunder has occurred and specifying the same or shall have actual knowledge of any default or event of default through any of the following officers of the Corporate Trustee, namely, the Chairman of the Board, the President, any Executive Vice President and any Vice President, Senior Trust Officer or Trust Officer in the Corporate Trust Department of the Corporate Trustee and any other officer of the Corporate Trustee having duties and responsibilities substantially the same as the duties and responsibilities as of the date of this Indenture of any of the foregoing officers of the Corporate Trustee, and in the absence of such notice or knowledge the Trustees may conclusively assume that there is no default or event of default except as aforesaid.

SECTION 10.02. The Trustees shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created, and the Company agrees from time to time to pay such compensation (which shall not be limited by any provision of law with regard to compensation of fiduciaries or of a trustee of an express trust) and to reimburse the Trustees and save them harmless against any and all liability and expenses, including counsel fees, which they may at any time incur hereunder; and the charges and expenses of the Trustees and of their counsel and all liability by them so incurred (together with interest thereon) shall be secured by the lien of this Indenture upon any money or property at any time subject hereto, prior to the bonds issued hereunder, and, if the Company shall fail, refuse, neglect or delay to pay the same promptly, payment thereof may be made from and out of any funds in the hands of the Trustees applicable thereto and/or from and out of the mortgaged property prior to any payment therefrom to or upon the order of the Company or to or on account of any of the bonds.

SECTION 10.03. The Trustees or either of them or any successor or successors hereunder may at any time resign and be discharged of the trusts created by this Indenture by executing an instrument in [illegible] such resigna-

of such intention to resign shall be published once in each of three successive calendar weeks in a daily newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York. Such resignation shall take effect on the day specified in such instrument, unless previously a successor trustee or trustees shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee or trustees.

SECTION 10.04. The Trustees or either of them or any successor or successors hereunder may, subject to their rights to compensation, reimbursement and indemnification herein provided for, be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than 75% in principal amount of the bonds then outstanding and filed with the Trustees, and at any time prior to the authentication and delivery of any bonds or, if at any time all the bonds previously authenticated and delivered shall have been surrendered to the Trustees and no bonds shall be outstanding hereunder, any trustee hereunder, original or successor, may be removed by an instrument in writing executed by the Company and filed in like manner; and in such last mentioned case the Company by an instrument in writing executed by order of its Board of Directors may appoint a successor to the trustee so removed. The Individual Trustee, or any successor hereunder, may at any time be removed by the Corporate Trustee in office by an instrument in writing, duly executed by its President or one of its Vice Presidents, under its corporate seal.

SECTION 10.05. In case of the dissolution of the Corporate Trustee, or the death of the Individual Trustee, or the resignation, incapacity or removal as trustee hereunder of either of the Trustees, or if a receiver of either of the Trustees be appointed or if its or his property or affairs be taken over by any public officer or officers, then and in that event a successor may be appointed by the holders of not less than a majority in principal amount of the bonds hereby secured and then outstanding by an instrument or concurrent instruments signed by said holders, notification thereof being given to the Company and to the predecessor trustee (except in case of dissolution or death), and to the other of the Trustees (if any) at the time in office; but, until a new trustee shall be appointed by the bondholders as herein

authorized, the Company may, by proper instrument in writing, executed by order of its Board of Directors, appoint a successor trustee to fill any vacancy caused as aforesaid in the office of Corporate Trustee hereunder; and the Corporate Trustee at any time in office may, by a proper instrument in writing, executed by its President or one of its Vice Presidents under its corporate seal, appoint a successor trustee to fill any vacancy caused as aforesaid in the office of Individual Trustee hereunder. During any vacancy in the office of Individual Trustee, all of the powers of the Trustees shall be vested in and may be exercised by the Corporate Trustee.

SECTION 10.06. Any successor Corporate Trustee appointed under any of the provisions of this Article shall always be a trust company, national, state or other bank or banking institution organized under the laws of the United States or any state thereof, having an office in the Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least $50,000,000, if there shall be such a trust company, bank or banking institution willing and legally qualified to accept the trust upon reasonable or customary terms. Each successor Individual Trustee hereunder shall be a citizen and resident of the United States of America.

SECTION 10.07. Upon each appointment of a successor Corporate Trustee by the Company, it shall cause notice of such appointment to be mailed by such successor Corporate Trustee, first class, postage prepaid, to each person who appears on the bond register to be a holder of the bonds then outstanding at the address of such holder as the same appears on said bond register, but any successor Corporate Trustee so appointed by the Company shall, immediately, and without further act, be superseded by a Corporate Trustee appointed (within one year after the mailing of such notice) in the manner above provided by the holders of a majority in principal amount of the bonds hereby secured and then outstanding.

SECTION 10.08. If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Article Ten at the time the resignation or removal of any trustee hereunder shall have taken effect or within thirty days after any trustee hereunder shall have become incapable of acting, any holder of bonds

or the retiring trustee may apply to any court (state or Federal), having jurisdiction, to appoint a successor trustee and such court may, if it deems proper, appoint a successor trustee.

SECTION 10.09. Any company into which the Corporate Trustee while acting as such hereunder may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which the Corporate Trustee shall be a party, provided such company shall be a trust company, national, state or other bank or banking institution organized under the laws of the United States or any State thereof, authorized by law to act as corporate trustee hereunder, having an office in the Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least $50,000,000, shall be the successor Corporate Trustee under this Indenture.

SECTION 10.10. Every successor trustee shall execute, acknowledge and deliver to the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Company or the successor trustee, execute and deliver an instrument transferring to such successor trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all property and moneys held by it to its successor. Should any deed, conveyance or instrument in writing from the Company be required by any successor trustee for more fully and certainly vesting in such trustee the estates, rights, powers and trusts hereby vested or intended to be vested in the predecessor trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company. The resignation of any trustee, and the instrument or instruments removing any trustee and appointing a successor trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Section 10.10, may (and, if the Company so requests, shall) be forthwith filed for record in each place where this Indenture shall then be required to be recorded, at the expense of the Company, unless such instruments, deeds, conveyances and other instruments are required to be recorded to reflect the participation of the Corporate Trustee in any merger, conversion or consolidation, in which case such expense shall be borne by the Corporate Trustee.

SECTION 10.11. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any successor to the Corporate Trustee may adopt the certificate of the original Corporate Trustee or of any successor to it as Corporate Trustee hereunder and deliver the bonds so authenticated, and in case any of the bonds shall not have been authenticated, any successor to the Corporate Trustee may authenticate such bonds either in its own name, or, if it shall be acting as such successor by virtue of a conversion, merger or consolidation, in the name of its predecessor; and in all such cases, such certificate shall have the full force which it is anywhere in the bonds or in this Indenture provided that the certificate of the Corporate Trustee shall have.

SECTION 10.12. Francis J. Farrell, one of the parties of the second part, has been joined as Individual Trustee hereunder, so that if, by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts hereby created, said Chemical Bank, as Corporate Trustee, or its successor or successors, may be incompetent or unqualified to act as such Trustee, then all the acts required to be performed in such jurisdiction, in the execution of the trusts hereby created, shall and will be performed by said Individual Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary for the Individual Trustee solely or jointly with the Corporate Trustee to execute the trusts hereby created, the Corporate Trustee may solely have and exercise the powers, and shall be solely charged with the performance of the duties herein declared on the part of the Trustees, or either of them, to be had and exercised or to be performed.

SECTION 10.13. No provision of this Indenture or of any supplemental indenture shall be deemed to impose any duty or obligation on the Corporate Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it, in any jurisdiction in which it shall be illegal, or in which such Corporate Trustee shall be unqualified or incompetent, to perform any such act

er acts or to exercise any such right, power, duty or obligation or if such performance or exercise would constitute doing business by such Corporate Trustee in such jurisdiction. Francis J. Farrell, the Individual Trustee, to the extent that he may lawfully so delegate and that the Corporate Trustee is permitted by law to exercise the power so delegated, and to the extent that such delegation does not impair the right, title and interest of the Individual Trustee or the validity of the lien of this Indenture, (a) may delegate to the Corporate Trustee the exercise of any power, discretionary or otherwise, conferred by the provisions of this Indenture, and (b) hereby makes, constitutes and appoints Chemical Bank, the Corporate Trustee, his true and lawful attorney for him and in his name, or in the name of the Corporate Trustee, to do and perform all acts necessary or proper in the execution and prosecution of the duties of the Trustees hereunder in as full and ample a manner as he might do personally.

SECTION 10.14. If at any time it shall be desirable in the opinion of the Company or the Corporate Trustee to have an additional trustee or trustees as co-trustee or co-trustees hereunder, either individual or corporate, or if the holders of at least a majority in principal amount of the bonds then outstanding shall in writing so request, the Corporate Trustee shall, subject to the approval of the Company, which approval the Company shall not unreasonably withhold, select such co-trustee or co-trustees, and the Trustees and the Company shall unite in appointing such co-trustee or co-trustees of all or any of the property or cash (if any) at the time subject hereto, jointly with the Trustees originally named herein, or their successor or successors, or to act as a separate trustee or trustees hereunder or of any of such property or cash, and in either case with such of the rights, powers, duties and obligations hereby conferred or imposed upon the Trustees or either of them as shall be stated in such instrument of appointment, the same to be exercised either jointly with the Trustees or separately as such instrument may prescribe, and the Company hereby irrevocably appoints the Corporate Trustee its agent, without any further act by the Company, at any time during the continuance of an event of default to select and appoint any such additional trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection therewith. Upon such appointment and upon the recording of the instrument of appointment wherever this Indenture is required by law to be

recorded, the title of the Trustees in any or all of the mortgaged property shall immediately, and without further evidence of transfer, vest in such co-trustee or co-trustees either jointly with the Trustees or separately according to the terms of such appointment, but the Trustees and/or the Company shall nevertheless execute, acknowledge and deliver to such co-trustee or co-trustees such conveyances and transfers as may be proper to vest or confirm said mortgaged property in the co-trustee or co-trustees. Any co-trustee may resign or be removed in the same manner provided as to the original Trustees, or he or it may be removed by the then Corporate Trustee hereunder; and any vacancy in the office of co-trustee may be filled in the manner above provided for the appointment of the original co-trustee or co-trustees, or, if it is not then desirable to fill the vacancy, the vacancy need not be filled. All the immunities provided by this Indenture in respect of the Trustees shall apply to each and every co-trustee, and neither of the Trustees nor any co-trustee shall be liable for any default or act of omission or commission of any other of the Trustees or co-trustees.

SECTION 10.15. If a co-trustee, individual or corporate, be appointed, then to the extent permitted by law, the powers and duties conferred upon the Trustees hereunder shall nevertheless be exercised and performed by the Trustees alone, even after the maturity of the bonds or after the Trustees shall under the provisions hereof have become entitled to enter upon the mortgaged property; but the co-trustee shall upon appointment receive and hold title to the mortgaged property jointly or separately as provided in Section 10.14 with the Trustees, and in case the Trustees shall by reason of the law of any jurisdiction in which the Trustees may be required to act under the terms of this Indenture be unqualified, unauthorized, unable or incompetent to exercise any of the powers granted to the Trustees by this Indenture or to perform any of the duties imposed upon the Trustees hereby or shall decline to exercise any such power or perform any such duty, then and in such case, upon the request in writing of the Trustees (which shall be sufficient warrant for the co-trustee to take the action therein requested), the co-trustee shall have and may exercise any such power in the place of the Trustees, and shall be authorized to perform any such duty in that jurisdiction, and shall be deemed to be possessed of such rights and powers as may be necessary to the effectual operation of the trusts herein set forth. The co-trustee may nevertheless delegate to the Trustees in so far as permitted by law, and may exer-

cise every right and perform every duty hereinbefore required to be exercised or performed by him or it, through the Trustees as his or its agents, unless the Trustees are not permitted by law so to act, and may adopt, ratify and confirm any act done by the Trustees, and until the co-trustee is requested in writing by the Trustees to act as above provided, every act of the Trustees shall be deemed to have been performed as the agent of the co-trustee in so far as necessary to the effectual operation of this Indenture. The Trustees shall be under no duty to request the co-trustee to act as above provided unless they shall have declined to act themselves or shall have received an opinion of counsel to the effect that they are unqualified, unauthorized, unable or incompetent to act in any given instance, and the Trustees shall be under no liability for failure to make such request prior to so declining or to receiving such opinion of counsel. The co-trustee shall in no event be responsible or liable personally for any act of the Trustees performed as agents, attorneys or otherwise, and may conclusively assume that he or it is permitted by law to delegate his or its powers and duties hereunder to the Trustees and to exercise and perform his or its powers and duties hereunder through the Trustees as his or its agents, unless and until he or it is otherwise advised in writing by counsel.

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SECTION 10.16. No bond or other security shall be required either of the Trustees or any successor trustee or co-trustee unless ordered by a court having jurisdiction and for cause shown.

ARTICLE ELEVEN.

MODIFICATIONS OF INDENTURE WITH CONSENT OF BONDHOLDERS.

SECTION 11.01. Modifications or alterations of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the holders of bonds issued hereunder may be made by a supplemental indenture at any time or from time to time when authorized by the Board of Directors of the Company by resolution duly adopted and when consented to in writing and/or when authorized by vote, at a meeting held in accordance with the provisions of Article Eleven A, by the holders of not less than two-thirds in principal amount of the bonds at the time outstanding hereunder, including in case one or more but less than all of the series

of bonds then outstanding are affected by such modification or alteration, not less than two-thirds in principal amount of each series then outstanding and affected thereby; provided, however, that no such modification or alteration shall, without the written approval or consent of the affirmative vote of the holder of any bond issued hereunder affected thereby, (a) extend the maturity of such bond or reduce the rate or extend the time of payment of interest thereon or reduce the amount of the principal thereof or reduce any premium payable on the redemption thereof or change the date or the amount of any sinking fund payment required to be made in respect of such bond, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of this Indenture, (c) authorize issuance of additional bonds under this Indenture, or (d) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

Any such modifications or alterations shall be evidenced by a supplemental indenture executed pursuant to the provisions of Article Twelve hereof.

Any written approvals or consents of bondholders to any such modification or alteration shall be evidenced by an instrument or instruments in form approved by the Corporate Trustee, signed by such holders or by their duly authorized attorneys and filed with the Corporate Trustee. The record of any meeting of bondholders held to act upon any such modification or alteration shall be proved in the manner provided in Section 11A.08 hereof. It shall not be necessary that the written approvals or consents of bondholders or the resolution adopted at any meeting of bondholders approve or authorize the particular form of any proposed supplemental indenture, but it shall be sufficient that the same approve or authorize the substance of the modification or alteration or modifications or alterations to be effected by such supplemental indenture.

SECTION 11.02. Promptly after the execution by the Company and the Trustees of any supplemental indenture pursuant to the provisions of this Article Eleven, the Company shall mail a notice, setting forth briefly in general terms the substance of such supplemental indenture, first class, postage prepaid, and registered if the Company so elects, to each holder of bonds at his address as listed upon the bond register.

SECTION 11.03. Upon the execution of any supplemental indenture authorized pursuant to the provisions of this Article Eleven, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Company, the Trustees and all holders of bonds outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

ARTICLE ELEVEN A.

CONCERNING THE BONDHOLDERS AND MEETINGS THEREOF.

SECTION 11A.01. Whenever in this Indenture it is provided that the holders of a majority or a specified percentage of the aggregate principal amount of the bonds outstanding hereunder or of any one or more series of such bonds may take any action hereunder (including the making of any demand or request or the giving of any notice or consent or waiver), the fact that the holders of such majority or specified percentage joined in approving or consenting to or authorizing such action may be evidenced (a) by any instrument or any number of concurrent instruments of similar tenor executed by such bondholders in person or by agent or attorney appointed in writing, or (b) by the record of the holders of bonds (or persons entitled to vote the same as hereinafter in this Article Eleven A provided) voting in favor of authorizing or approving such action at any meeting of the bondholders called and held in accordance with the provisions of this Article Eleven A, or (c) by a combination of such instrument or instruments and the record of any such meeting of bondholders held within one year prior to the time any such action is taken.

SECTION 11A.02. Proof of the execution of any instrument of the character referred to in Section 11A.01 hereof by any bondholder or by his agent or attorney, or of an instrument appointing any such agent or attorney, and of the holding or ownership by any person of bonds, shall be sufficient for all purposes of this Indenture (except as herein otherwise expressly provided) and shall be conclusive in favor of the Trustees and the Company with respect to any action taken or omitted

by the Trustees, or either of them, or by the Company pursuant to and in reliance upon such instrument, if made in the following manner:

(a) The fact and the date of the execution by any person of any such instrument may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the place where such acknowledgment is taken to the effect that the person signing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution; and

(b) The ownership of bonds shall be proved by the registry books or by a certificate of the registrar maintaining such books.

Any approval, consent, waiver, request, demand, notice or other instrument executed by the holder of any bond or bonds or by the agent or attorney of such holder in accordance with the provisions of this Section shall bind all future holders of the same bond or bonds and of any other bond or bonds issued in substitution or exchange therefor in respect of anything done or omitted to be done by the Trustees or the Company pursuant thereto.

The record of the action taken at any meeting of bondholders held to act upon any matter referred to in Section 11A.03 hereof shall be proved in the manner provided in Section 11A.08 hereof.

SECTION 11A.03. A meeting of the holders of all bonds at the time outstanding hereunder, or of the holders of one or more series of such bonds, may be called at any time or times pursuant to the further provisions of this Article Eleven A for any one or more of the following purposes:

(a) to give any notice to the Company or to the Trustees or either of them, or to make any request or demand of or to give any directions to the Trustees or either of them, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized or permitted to be taken by bondholders pursuant to Article Nine hereof; or

(b) to approve or consent to or authorize modifications or alterations of this Indenture or of any indenture or indentures supplemental hereto, pursuant to the provisions of Article Eleven hereof; or

(c) to take any other action of any character authorized or permitted to be taken by or on behalf of the holders of any

specified aggregate principal amount of the bonds outstanding hereunder, or of any one or more series of such bonds, pursuant to any other provision of this Indenture or of any indenture or indentures supplemental hereto.

SECTION 11A.04. The Corporate Trustee may at any time call a meeting of the holders of the bonds outstanding hereunder, or of any one or more series of such bonds, to take action upon any matter specified in Section 11A.03 hereof, which meeting shall be called to be held at such time and at such place in the Borough of Manhattan, City and State of New York, as the Corporate Trustee shall determine. Notice of each such meeting of bondholders, setting forth the time and place of such meeting and in general terms the action proposed to be taken thereat, shall be mailed by the Corporate Trustee, first class, postage prepaid, not less than twenty nor more than ninety days prior to the date fixed for such meeting, to each person who appears on the bond register to be a holder of such bonds at the address of such holder as the same appears on such bond register.

SECTION 11A.05. In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of 25% or more in aggregate principal amount of the bonds then outstanding, shall have requested the Corporate Trustee to call a meeting of the bondholders, by written request setting forth in reasonable detail the matter or matters proposed to be acted upon at such meeting, and the Corporate Trustee shall not have mailed the notice of such meeting within twenty days after the delivery to it of such request, then the Company or the holders of bonds in the amount above specified may determine the time and the place in said Borough of Manhattan for such meeting and may call such meeting to take action upon the matter or matters specified in such request, by mailing notice thereof as provided in Section 11A.04.

SECTION 11A.06. To be entitled to vote at any meeting of bondholders a person shall be (1) a holder of bonds, or (2) a person appointed by an instrument in writing as attorney or proxy for the holder or holders of one or more bonds. The only persons who shall be entitled to be present or to speak at any meeting of bondholders shall be the persons entitled to vote at such meeting as aforesaid and their counsel and any representatives of the Trustees and their counsel and any representatives of the Company and its counsel.

SECTION 11A.07. Notwithstanding any other provisions of this Indenture, the Corporate Trustee may make such reasonable regulations as it may deem advisable for any meeting of bondholders, with respect to proof of the holding of bonds and of the appointment of attorneys or proxies, and with respect to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidences of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of bonds shall be proved in the manner specified in Section 11A.02 and the appointment of any attorney or proxy shall be proved in the manner specified in said Section 11A.02 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Corporate Trustee shall, by an instrument in writing, appoint a temporary chairman and a temporary secretary of the meeting, unless the meeting shall have been called by the Company or by holders of bonds as provided in Section 11A.05, in which event the Company or the bondholders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman and a temporary secretary. A permanent chairman and a permanent secretary of the meeting shall be elected from those present by the bondholders or holders of proxies entitled to vote more than 50% in principal amount of the bonds represented at the meeting.

Subject to the provisions of Section 1.04, at any meeting each bondholder or his attorney or proxy shall be entitled to one vote for each one thousand dollars principal amount of bonds held by such bondholder, provided, however, that no vote shall be cast or counted at any meeting in respect of any bond challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of bonds held by him or instruments in writing as aforesaid duly designating him as the person to vote on behalf of other bondholders. Any meeting of bondholders duly called pursuant to the provisions of Section 11A.04 or Section 11A.05 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

SECTION 11A.08. The vote upon any resolution submitted and acted upon at any meeting of bondholders shall be by written ballots,

on each of which shall be subscribed the signature of the bondholder or certificate holder or attorney or proxy casting such ballot and the serial number or numbers of the bond or bonds held or represented in respect of which such ballot is cast. The Corporate Trustee, or in default of action by such Trustee the permanent chairman of the meeting, shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any such resolution and who shall make and file with the permanent secretary of the meeting their verified written reports in duplicate as to all votes cast at the meeting. A record in duplicate of the proceedings of each such meeting of bondholders shall be prepared by the permanent secretary of such meeting and there shall be attached to the counterparts of such record the original reports of the inspectors of votes as to any vote by ballot taken thereat, as well as an affidavit or affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11A.04 or Section 11A.05, as the case may be. The record shall show the serial number of each bond voted in favor of or against any resolution. Each counterpart of such record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the counterparts shall be delivered to the Company and the other to the Corporate Trustee to be preserved by the Corporate Trustee.

Any counterpart record so signed and verified shall be conclusive evidence as to the matters therein stated and shall be the record referred to in subdivision (b) of Section 11A.01.

ARTICLE TWELVE.

Concerning Supplements to This Indenture.

Section 12.01. The Company may execute and file with the Trustees and the Trustees at the request of the Company may join in indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes, in addition to any of the purposes hereinbefore specifically provided for:

(a) to add to the covenants and agreements of the Company such further covenants or agreements as the Board of Directors of the Company shall consider to be for the protection of the mortgaged property and of the holders of the bonds hereby secured, although the freedom of action of the Company may be materially restricted thereby;

(b) to subject to the lien of this Indenture or to perfect the lien thereof upon any properties of any character, or to correct or amplify the description of any properties at any time subject to the lien of this Indenture;

(c) to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture;

(d) to evidence any of the additions, changes, eliminations or modifications authorized by the consent of the bondholders pursuant to the provisions of Article Eleven; provided that the Trustees may in their uncontrolled discretion decline to enter into any such supplemental indenture which in their opinion may not afford adequate protection to the Trustees when the same shall become operative;

(e) to modify or supplement this Indenture in such manner as may be necessary or appropriate to qualify this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, including provisions whereby the Trustees accept such powers, duties, conditions and restrictions hereunder and the Company undertakes such covenants, conditions or restrictions additional to those contained in this Indenture as would be necessary or appropriate so to qualify this Indenture; and/or

(f) for any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein.

Any supplemental indenture authorized by the provisions of this Section, except a supplemental indenture for the purposes mentioned in subdivision (d) above, may be executed by the Company and the Trustees without the consent of the holders of any of the bonds at the time outstanding.

Section 12.02. For the purposes of this Indenture, any such supplemental indenture shall be construed in connection with and as part of this Indenture and the covenants thereof shall be deemed, as to the subject matter of such covenants, to be covenants of this Indenture. Nothing in this Article contained shall affect or limit the right or

obligation of the Company or any successor corporation to execute and deliver to the Trustees any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustees.

SECTION 12.03. The Trustees are authorized to join with the Company in the execution of any supplemental indenture for any of the purposes mentioned in Section 12.01, and may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article Twelve complies with the requirements of this Article Twelve.

SECTION 12.04. An executed counterpart of every such supplemental indenture shall be deposited with the Trustees.

ARTICLE THIRTEEN.

CONCERNING CONSOLIDATION, MERGER AND SALE.

SECTION 13.01. Subject to the provisions of Section 6.08(e), nothing in this Indenture or any of the bonds contained shall prevent any merger or consolidation of any other corporation or corporations into or with the Company, or any merger or consolidation of the Company (either singly or with one or more other corporations) into or with, or any sale, conveyance, transfer or lease, subject to the continuing lien of this Indenture and to all the provisions hereof, of all the mortgaged property as, or substantially as, an entirety to, any corporation then existing under and by virtue of the laws of any state or states or of the United States and lawfully entitled to acquire or lease and operate the same, or prevent successive similar consolidations, mergers, sales, conveyances, transfers or leases to which the Company or its successors or assigns or any subsequent successors or assigns shall be a party; provided, however, and the Company covenants and agrees, that such consolidation, merger, sale, conveyance, transfer or lease shall be upon such terms as in no respect to impair the lien and security of this Indenture or any of the rights or powers of the Trustees or the bondholders hereunder; and provided, further, that any such lease shall contain a provision that, if an event of default

as defined in Section 9.01 shall have happened and be continuing when such lease is made, or shall happen while it is in effect, such lease may be immediately terminated, at any time while such event of default continues, by the Trustees or by the purchaser of the property so leased at any sale hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings.

SECTION 13.02. In case the Company, pursuant to the provisions of Section 13.01, shall be merged or consolidated (either singly or with one or more other corporations) into or with any other corporation, or shall convey or transfer to another corporation, subject to the lien of this Indenture, all the mortgaged property as, or substantially as, an entirety (but not in case of any lease and not in case any other corporation or corporations shall be merged or consolidated into or with the Company under such circumstances that the corporate identity of the Company is not changed), the corporation resulting from such merger or consolidation or into or with which the Company shall have been merged or consolidated or which shall have received a conveyance or transfer as aforesaid (such corporation being sometimes in this Article Thirteen called the successor corporation) shall execute and cause to be recorded a supplemental indenture to and with the Trustees, satisfactory to the Trustees, whereby the successor corporation shall assume and agree to pay duly and punctually the principal of and interest on the bonds issued hereunder in accordance with the provisions of said bonds and this Indenture, and shall agree to perform and observe all the terms, covenants and conditions of this Indenture binding the Company. Such successor corporation shall thereupon succeed to and be substituted for the Company with the same effect as if it had been named herein as the mortgagor company and in the bonds as the obligor thereon or maker thereof, and the successor corporation may thereupon adopt any bonds theretofore executed by the Company or any intermediate successor corporation and may cause to be signed, issued and delivered, either in its own name or in the name of Northwest Pipeline Corporation or in the name of any intermediate successor corporation, any or all such bonds which shall not theretofore have been signed by the Company or any intermediate successor corporation and authenticated by the Corporate Trustee; and upon the order of the successor corporation in lieu of the Company, and subject

to all the terms, conditions and restrictions in this Indenture prescribed with respect to the authentication and delivery of bonds, the Corporate Trustee shall authenticate and deliver any of such bonds which shall have been previously signed and delivered by officers of the Company or any intermediate successor corporation to the Corporate Trustee for authentication, and any of such bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed by its corresponding officers and delivered to the Corporate Trustee for such purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said bonds had been issued at the date of the execution hereof.

SECTION 13.03. In respect of property owned by the Company at the time of any consolidation, merger, sale, conveyance or transfer to which the provisions of Section 13.02 are applicable, and substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements thereto subsequently made, constructed or acquired, the rights and duties of the successor corporation hereunder shall be the same as the rights and duties of the Company would have been had such consolidation, merger, sale, conveyance or transfer not taken place.

SECTION 13.04. In respect of property at the time of such consolidation, merger, sale, conveyance or transfer (1) owned by the successor corporation, and/or (2) owned by any other corporation or corporations merged or consolidated into or with, or the property of other corporations which is conveyed or transferred to, such successor corporation, and/or property thereafter acquired by the successor corporation, except said substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to, of or upon the property then owned by the Company referred to in Section 13.03, this Indenture or the supplemental indenture to be filed as above provided in Section 13.02 shall not become or be a lien upon any of such property except so much thereof as shall be subjected to the lien hereof by supplemental indenture, duly executed. Such supplemental indenture may, but need not necessarily, form one and the same instrument with the supplemental indenture provided for

in Section 13.02. Nothing herein shall be construed to prevent such supplemental indenture, at the option of the Company or the successor corporation, from subjecting to the lien hereof all property of such successor corporation then owned or thereafter acquired. All the covenants and agreements of the Company herein with respect to the mortgaged property shall apply to such property so subjected to the lien hereof.

SECTION 13.05. In case (pursuant to the provisions of Section 13.01) any other corporation or corporations shall be merged or consolidated into or with the Company under such circumstances that the corporate identity of the Company is not changed, the rights and duties of the Company, with respect to the property owned by such other corporation or corporations at the time of such merger or consolidation which is acquired by the Company by virtue of the merger or consolidation and charged to its fixed capital accounts, shall be the same as if such property had been acquired by the Company by purchase and charged to its fixed capital accounts as of the date of such merger or consolidation.

SECTION 13.06. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by resolution adopted by the Board of Directors or by any specified officer of the Company, shall and may be done and performed with like force and effect by resolution adopted by the like Board or by the like officer of any corporation that shall, at the time, be such lawful sole successor or purchaser of the Company.

SECTION 13.07. In case of any such consolidation, merger, sale, conveyance, transfer or lease, the Trustee shall be furnished with an opinion of counsel, which opinion the Trustees may receive as conclusive evidence that the applicable provisions of Sections 13.01 to 13.06, inclusive, or any of them, have been complied with or that any supplemental indenture made under any of said Sections 13.01 to 13.06, inclusive, complies with the conditions and provisions thereof.

SECTION 13.08. At any time prior to the exercise of any power by this Article Thirteen reserved to the Company or to a purchasing or

successor corporation, the Company or such purchasing or successor corporation may surrender any such reserved power by delivering to the Trustees an instrument in writing executed by its President or one if its Vice Presidents, under its corporate seal attested by its Secretary or one of its Assistant Secretaries, accompanied by a certificate of its Secretary or one of its Assistant Secretaries that the execution of such instrument was authorized by a resolution duly adopted by at least 66⅔% of its full Board of Directors at a meeting duly held; and thereupon the power so surrendered shall cease. Until so surrendered, the provisions of this Article Thirteen shall continue to apply to any number of successive mergers, consolidations, sales, conveyances, transfers or leases, the term "the Company" referring in each such case to the corporation which immediately before such merger, consolidation, sale, conveyance or transfer was the owner of the mortgaged property.

ARTICLE FOURTEEN.

Sundry Provisions.

Section 14.01. If the Company, its successors or assigns, shall

(a) pay or cause to be paid the principal of and interest on the bonds to become due at the times and in the manner stipulated therein and herein; and/or

(b) provide for the payment of the bonds and interest thereon by depositing in cash with the Corporate Trustee at any time at or before maturity the entire amount due or to become due thereon for principal, premium, if any and interest to maturity of all the bonds outstanding; and/or

(c) in case of a call of all of the bonds then outstanding for redemption, deposit with the Corporate Trustee on or before the date on which all of such bonds (other than those which shall have matured by their terms) shall have been called for redemption, as required by Article Five, the entire amount of the redemption price thereof, including interest, and premium, if any, and shall deliver to the Corporate Trustee (1) proof satisfactory to the Corporate Trustee that notice of redemption as provided in Article Five has been given, or (2) proof satisfactory to the Corporate Trustee that arrangements have been made insuring that such notice will be given, or (3) a written instrument executed by the Company under its corporate seal, and expressed

to be irrevocable, authorizing the Corporate Trustee to give such notice for and on behalf of the Company; and/or

(d) surrender to the Corporate Trustee for cancellation all the bonds for which payment is not so provided;

and shall also pay all other sums due and payable hereunder by the Company, and shall well and truly keep and perform all the covenants and conditions herein required to be kept and performed by the Company (other than obligations which may have been assumed by the Company in respect of the reimbursement of taxes to the holders of bonds of any series, which shall remain in full force and effect notwithstanding the satisfaction and discharge of this Indenture) according to the true intent and meaning of this Indenture, then and in that case, at the request of the Company, all the mortgaged property shall revert to the Company and the entire estate, right, title and interest of the Trustees and of the registered owners of the bonds in respect of the mortgaged property shall thereupon cease, determine and become void; and the Trustees in such case, upon the cancellation of all outstanding bonds for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon request of the Company and at its cost and expense execute and deliver to the Company, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the Company, or its order, all cash and deposited securities, if any, which shall then be held hereunder as a part of the mortgaged property; provided, however, that if any such property shall have been delivered to the Trustees by any person or corporation other than the Company, the same shall be delivered or otherwise disposed of in accordance with any reservations, limitations, conditions or provisions which may have been set forth in the instrument in writing then executed, if any, respecting the use, management or disposition thereof.

Section 14.02. Each of the bonds is issued upon the express condition, to which each successive holder thereof expressly assents and by receiving the same agrees, that no recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any bond issued hereunder, or arising out of or because of the creation of any indebtedness hereby secured, shall be had against any promoter, subscriber to the capital stock, incorporator, stockholder, officer or di-

rector, past, present or future, as such, of the Company, or of any successor corporation, either directly or through the Company, or such successor corporation, or through any receiver, assignee or trustee in bankruptcy, or by any legal or equitable proceeding, by virtue of any constitution, statute or rule of law or by the enforcement of any assessment, penalty, subscription or otherwise; it being expressly agreed and understood that the bonds and this Indenture and any indenture supplemental hereto, and the obligations hereunder and thereunder, are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the promoters, subscribers, incorporators, stockholders, officers or directors of the Company, or of any successor corporation, or any of them as such, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture, or in any indenture supplemental hereto, or in any of the bonds issued hereunder, or implied therefrom; and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such promoter, subscriber, incorporator, stockholder, officer or director, whether arising at common law or in equity or created by statute or constitution, are hereby expressly released and waived as a condition of, and as a part of the consideration for, the execution of this Indenture and the issue of the bonds issued hereunder.

SECTION 14.03. Nothing in this Indenture or in the bonds issued hereunder, expressed or implied, is intended or shall be construed to prevent any bonds from having also any independent security or guaranty and the benefit of any covenants or agreements outside this Indenture, concerning which a notation may or may not be endorsed thereon, and the references herein or in the bonds to the equal security hereunder of all bonds shall not be deemed applicable to such independent security, guaranty, covenants or agreements and the rights hereunder of the holders of such bonds shall not be affected thereby.

SECTION 14.04. Any notice authorized by this Indenture to be given to the Company shall be sufficiently given for all purposes hereof if delivered to any officer of the Company or if mailed and addressed to the Company at its present post office address, P.O. Box 1526, Salt Lake City, Utah 84110, or at its office or agency last known to the Trustees.

SECTION 14.05. In case by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible for the Company to make publication of any notice required hereby in a newspaper or newspapers as herein provided, then such publication in lieu thereof as the Company shall make with the approval of the Corporate Trustee shall constitute a sufficient publication of such notice. Such publication shall, so far as may be, approximate the terms and conditions of the publication in lieu of which it is given.

SECTION 14.06. This Indenture is being executed in several counterparts, each of which is an original and all of which are identical except that, in certain counterparts, to facilitate recordation and/or filing, the description of the grants in Schedules I, I-I and II hereto covering properties situated in states and/or counties other than the state and/or county in which the particular counterpart is to be recorded and/or filed is included by reference only. Each counterpart of this Indenture is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

SECTION 14.07. Northwest Pipeline Corporation hereby acknowledges the receipt by it of an executed counterpart of this Indenture and each of the Trustees hereby acknowledges the receipt by each of them of an executed counterpart of this Indenture.

SECTION 14.08. This Indenture shall be construed and enforced in accordance with the laws of the State of New York except to the extent that the laws of any other state govern the manner or procedure for the enforcement of the lien created by this Indenture on the trust estate.

IN WITNESS WHEREOF, NORTHWEST PIPELINE CORPORATION has caused these presents to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary or an Assistant Secretary, and CHEMICAL BANK has caused these presents to be executed by a Senior Trust Officer or other duly authorized officer, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secre-

tary or an Assistant Secretary, and Francis J. Farrell has hereunto set his hand and seal, all as of the day and year first above written.

NORTHWEST PIPELINE CORPORATION

[CORPORATE SEAL]

By .....
President

Attest:

.....
Assistant Secretary

CHEMICAL BANK

[CORPORATE SEAL]

By .....
Senior Trust Officer

Attest:

.....
Assistant Secretary

.....(L. S.)
Francis J. Farrell

Signed, sealed, executed, acknowledged and delivered by NORTHWEST PIPELINE CORPORATION, CHEMICAL BANK and FRANCIS J. FARRELL in the presence of:

.....

.....

NORTHWEST PIPELINE CORPORATION

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, CHRISTOPHER A. WILBURN, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 2nd day of February, 1974:

The foregoing instrument was acknowledged before me this 2nd day of February, 1974, by JOHN G. MCMILLIAN, JR. as the President of NORTHWEST PIPELINE CORPORATION, a Delaware corporation, on behalf of the corporation.

On this 2nd day of February in the year nineteen hundred seventy-four, before me, CHRISTOPHER A. WILBURN, a notary public in and for the County of New York, State of New York, personally appeared JOHN G. MCMILLIAN, JR., known to me to be the President of NORTHWEST PIPELINE CORPORATION, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

On the 2nd day of February, 1974, before me personally came JOHN G. MCMILLIAN, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 4797 So., 2124 East, Salt Lake City, Utah 84117; that he is the President of NORTHWEST PIPELINE CORPORATION, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Personally appeared before me JOHN G. MCMILLIAN, JR., who, being duly sworn, did say that he is the President of NORTHWEST PIPELINE CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors.

(Utah) On the 2nd day of February A.D. 1974, personally appeared before me JOHN G. MCMILLIAN, JR., who being by me duly sworn did say that he, the said JOHN G. MCMILLIAN, JR., is the President of NORTHWEST PIPELINE CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said JOHN G. MCMILLIAN, JR. duly acknowledged to me that said corporation executed the same.

(Washington) On this 2nd day of February 1974, personally appeared before me JOHN G. MCMILLIAN, JR., to me known to be the President of NORTHWEST PIPELINE CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

I certify that said JOHN G. MCMILLIAN, JR. signed the foregoing instrument in my presence on the date aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal this 2nd day of February, 1974.

My commission expires March 30, 1975

Notary Public

[NOTARIAL SEAL]

CHRISTOPHER A. WILBURN
Notary Public, State of New York
No. 24-4266600
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975

CORPORATE TRUSTEE

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, CHRISTOPHER A. WILBURN, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 2nd day of February, 1974:

(Wyoming) (Colorado) (New Mexico) The foregoing instrument was acknowledged before me this 2nd day of February, 1974, by J. J. FLEMING, as a Senior Trust Officer of CHEMICAL BANK, Trustee.

(Idaho) On this 2nd day of February in the year of 1974 before me, CHRISTOPHER A. WILBURN, a notary public in and for the County of New York, State of New York, personally appeared J. J. FLEMING, known to me to be a Senior Trust Officer of CHEMICAL BANK, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same, as Trustee.

(New York) On the 2nd day of February 1974, before me personally came J. J. FLEMING, to me known, who, being by me duly sworn, did depose and say that he resides at 166 82nd Street, Brooklyn, N. Y.; that he is a Senior Trust Officer of CHEMICAL BANK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

(Oregon) Personally appeared before me J. J. FLEMING, who, being sworn, did say that he is a Senior Trust Officer of CHEMICAL BANK and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors.

(Utah) On the 2nd day of February A.D. 1974, personally appeared before me J. J. FLEMING, who, being by me duly sworn did say that he, the said J. J. FLEMING, is a Senior Trust Officer of CHEMICAL BANK and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said J. J. FLEMING duly acknowledged to me that said corporation executed the same.

(Washington) On this 2nd day of February, 1974, personally appeared before me, J. J. FLEMING to me known to be a Senior Trust Officer of CHEMICAL BANK, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

I certify that said J. J. FLEMING signed the foregoing instrument in my presence on the date aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal this 2nd day of February, 1974.

My commission expires March 30, 1975.

.....
Notary Public

[NOTARIAL SEAL]

CHRISTOPHER A. WILBURN
Notary Public, State of New York
No. 24-4266600
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975

INDIVIDUAL TRUSTEE

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

I, CHRISTOPHER A. WILBURN, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 2nd day of February, 1974:

(Colorado)
(New Mexico)
(Wyoming)

The foregoing instrument was acknowledged before me this 2nd day of February, 1974 by FRANCIS J. FARRELL, Trustee.

(Idaho)

On this 2nd day of February in the year 1974, before me, CHRISTOPHER A. WILBURN, a notary public in and for the County of New York, State of New York, personally appeared FRANCIS J. FARRELL, known to me to be the person whose name is subscribed to the within instrument, as Trustee, and acknowledged to me that he executed the same as Trustee.

(New York)

On the 2nd day of February, 1974, before me personally came FRANCIS J. FARRELL, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(Oregon)

Personally appeared before me the above named FRANCIS J. FARRELL and acknowledged the foregoing instrument to be his voluntary act.

(Utah)

On the 2nd day of February, A.D. 1974, personally appeared before me FRANCIS J. FARRELL, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(Washington)

On this 2nd day of February, 1974, personally appeared before me FRANCIS J. FARRELL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

I certify that said FRANCIS J. FARRELL signed the foregoing instrument in my presence on the date aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 2nd day of February, 1974.

My commission expires March 30, 1975.

Notary Public

[NOTARIAL SEAL]

CHRISTOPHER A. WILBURN
Notary Public, State of New York
No. 24-4266600
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975

SCHEDULE I

This Schedule I is attached to and hereby made a part of the Indenture of Mortgage and Deed of Trust, dated as of January 31, 1974, by and between Northwest Pipeline Corporation and Chemical Bank and Francis J. Farrell, as Trustees (hereinafter in this Schedule I referred to as the Indenture).

This Schedule I contains the descriptions of property, real, personal or mixed, and interests therein referred to in GRANTING CLAUSE FIRST of the Indenture. This Schedule I consists of Exhibits for each State or county or group of counties within a State in which such properties are located. Each Exhibit other than Exhibits C, D and L is comprised of two or more Parts for each county in which such properties are located.

All deeds of conveyance and other instruments hereinafter described or referred to in this Schedule I are hereby incorporated herein by reference to the same extent and purpose as though they were set out herein in full, and reference is hereby made to said instruments for a more complete description of the properties and rights herein referred to and for all other purposes.

All references hereinafter made to Volumes or Books and Pages refer to the conveyance and deed records or other records wherein the instruments hereinafter referred to are recorded in the respective counties of the respective States in which said properties are situated.

To facilitate recording, there are omitted from certain counterparts of the Indenture those descriptions of property in Exhibits to this Schedule I to the Indenture which contain descriptions of property located in the States or counties other than the State or county or counties in which this particular counterpart of the Indenture is to be recorded. Accordingly, attached to this counterpart of the Indenture is the following Exhibit(s) to Schedule I and not others:

EXHIBIT N

A counterpart of the Indenture containing all Exhibits to Schedule I of the Indenture is on file at the office of the Corporate Trustee and all such Exhibits to Schedule I not attached to this counterpart of the Indenture are hereby incorporated in this counterpart of the Indenture by reference as though specifically set forth herein.

SCHEDULE I

EXHIBIT N — WYOMING

PART I — LINCOLN COUNTY

DIVISION ONE: MAIN TRANSMISSION PIPE LINE

(1) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Line", a segment of which is located in Lincoln County, Wyoming.

53.797 Miles of 22-inch Pipe Line

7.866 Miles of 26-inch Pipe Line

Beginning on the County Line in the W½SE¼ of Section 34, Township 19 North, Range 112 West, 6th P.M., thence in a northwesterly direction across Sections 34, 33, 28, 29 and 30, Township 19 North, Range 112 West, to a point on the west boundary of said Section 30, distant 119.0 feet South of the Northwest Corner of said Section 30;

Continuing thence in a northwesterly direction across Sections 25, 24, 23, 22, 15, 16, 17, 8 and 7, Township 19 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 7, distant 543.0 feet South of the Northwest Corner of said Section;

Continuing thence, in a northwesterly direction across Sections 12, 1, 2 and 3, Township 19 North, Range 114 West, 6th P.M., to a point on the North boundary of said Section 3, distant 401.0 feet West of the Northeast Corner of said Section 3;

Continuing thence in a northwesterly direction across Sections 34, 33, 28, 29 and 30, Township 20 North, Range 114 West, 6th P.M., to a point on the west boundary of said Section 30, distant 252.0 feet North of the West Quarter Corner of said Section 30;

Continuing thence in a northwesterly direction across Sections 25, 26, 23, 22, 21, 16, 17, 18 and 7, Township 20 North, Range 115 West, 6th P.M., to a point on the west boundary of said Section 7, distant 1263.0 feet South of the Northwest Corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 11, 2, 3, 10, 9, 4 and 5, Township 20 North, Range 116 West, 6th P.M., to

a point on the boundary of said Section 5, distant 36.0 feet East of the Southwest Corner of Section 35, Township 21 North, Range 116 West, 6th P.M.;

Continuing thence in a northwesterly and southwesterly direction across Sections 35, 34, 27, 22, 21, 16, 17, 8, 7 and 18, Township 21 North, Range 116 West, 6th P.M., (crossing the U.P.R.R. in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34 and U.S. Highway 189 in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 34), to a point on the West boundary of said Section 18, distant 526.8 feet South of the Northwest Corner of said Section 18;

Continuing thence in a southwesterly and northwesterly direction across Sections 13, 24, 23, 22, 15, 16, 17, 8 and 7, Township 21 North, Range 117 West, 6th P.M., to a point on the West boundary of said Section 7, distant 81.0 feet North of the west quarter corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 11, 2, 3, 4 and 5, Township 21 North, Range 118 West, 6th P.M. (crossing the U.P.R.R. in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of said Section 11 and U.S. Highway 30 North in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 2), to a point on the north boundary of said Section 5, distant 1,275.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northwesterly and southwesterly direction across Sections 32 and 31, Township 22 North, Range 118 West, 6th P.M., to a point on the south boundary of said Section 31, distant 466.0 feet east of the southwest corner of said Section 31;

Continuing thence in a southwesterly direction across Section 6, Township 21 North, Range 118 West, 6th P.M., to a point on the west boundary of said Section 6, distant 310.0 feet south of the northwest corner of said Section 6;

Continuing thence in a southwesterly and northwesterly direction across Sections 1, 2, 3, 4, 5 and 6, Township 21 North, Range 119 West, 6th P.M., to a point on the north boundary of said Section 6, distant 287.0 feet east of the north quarter corner of said Section 6;

Continuing thence in a northwesterly direction across Section 31, Township 22 North, Range 119 West, 6th P.M. (crossing U.S. Highway 30

North, and the U.P.R.R. in the Southwest Quarter (SW¼) of said Section 31), to a point on the west boundary of said Section 31, distant 2,020.0 feet north of the southeast corner of Section 36, Township 22 North, Range 120 West, 6th P.M.;

Continuing thence in a northwesterly direction across Sections 36, 25, 26, 23, 22, 15 and 16, Township 22 North, Range 120 West, 6th P.M., to a point on the west boundary of said Section 16, distant 1,650.0 feet north of the southwest corner of said Section 16, which point is also on the County and State Line between Lincoln County, Wyoming and Rich County, Utah;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27697	The State of Wyoming	8-13-56	16	20N	115W	18	390
			16	21N	117W		
			36	22N	120W		
			16	22N	120W		
			36	22N	114W		
			36	26N	113W		
			16	27N	113W		
			16	28N	113W		
28970	Western Wyoming Range	6-20-55	33	19N	112W	11	73
28969	Western Wyoming Range	6-30-55	29	19N	112W	11	75
28959	Western Wyoming Range	8- 2-55	25	19N	113W	11	375
28963	Western Wyoming Range Company	6-30-55	23	19N	113W	11	79
28967	Western Wyoming Range Company	6-30-55	15	19N	113W	11	81
28966	Western Wyoming Range Company	6-30-55	17	19N	113W	11	83
28965	Western Wyoming Range Company	6-30-55	7	19N	113W	11	85
28964	Western Wyoming Range Company	6-30-55	1	19N	114W	11	87
28963	Western Wyoming Range Company	6-30-55	3	19N	114W	11	89
28962	Western Wyoming Range Company	6-30-55	33	20N	114W	11	91
28958	Western Wyoming Range Company	8- 2-55	29	20N	114W	11	377
28960	Western Wyoming Range Company	6-30-55	25	20N	115W	11	95

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28961	Western Wyoming Range Company	6-30-55	23	20N	115W	11	97
28972	Matt Bertagnolli, et ux	6-13-55	17	20N	115W	10	491
28973	Matt Bertagnolli, et ux	6-13-55	21	20N	115W	10	489
28971	Matt Bertagnolli, et ux	6-13-55	7	20N	115W	10	493
28974	Theodore D. Duthie, et ux	6-20-55	11	20N	116W	10	529
28975	Union Pacific Railroad Company	3-13-56	3	20N	116W	30	377
			9	20N	116W		
			11	20N	116W		
			15	21N	114W		
28976	Green River Livestock Company	10-24-55	2	20N	116W	15	343
28977	Evelyn Hankin	7-29-55	10	20N	116W	11	363
28978	Frank Hankin, et ux	6- 9-55	4	20N	116W	10	497
32559	Kemmerer Coal Co.	8-10-55	4	20N	116W	12	40
			5	20N	116W		
32558	Kemmerer Coal Co.	11-30-55	4	20N	116W	15	331
			5	20N	116W		
			19	21N	116W		
			20	21N	116W		
			29	21N	116W		
			35	21N	116W		
32560	Kemmerer Coal Co.	8-10-55	35	21N	116W	12	44
28981	Kemmerer Coal Co.	8-10-55	29	21N	116W	12	48
28979	Kemmerer Coal Co.	8-10-55	20	21N	116W	12	56
			19	21N	116W		
28980	Kemmerer Coal Co.	8-10-55	29	21N	116W	12	52
28982	Marcus D. Nelson, et al	6-10-55	34	21N	116W	15	349
45723	Effie Alleman, et al	11- 6-69	27	21N	116W	88	648
45631	John Airno	10-27-69	27	21N	116W	88	395
49774	Union Pacific Resources Corporation	4-13-72	17	21N	116W	104	83
42570	Union Pacific Railroad	11-15-66	7	21N	116W	77	462
			8	21N	116W		
			17	21N	116W		
28983	Effie Alleman	7-13-55	29	21N	116W	11	361
			32	21N	116W		
28984	Effie Alleman	6-15-55	28	21N	116W	10	499
			33	21N	116W		
40870	Kemmerer Coal Co.	5-21-65	29	21N	116W	70	162
			20	21N	116W		
42768	Kemmerer Coal Co.	5- 9-67	29	21N	116W	78	211
			20	21N	116W		
28986	Charles H. Smith, et ux	6-13-55	4	21N	119W	10	509
28985	Charles H. Smith, et ux	6- 9-55	22	21N	117W	10	501

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28987	Gertrude A. Lewis, et al	6-11-55	4	21N	117W	15	351
			30	21N	117W		
			8	21N	117W		
			9	21N	117W		
			17	21N	117W		
			18	21N	117W		
			19	21N	117W		
			20	21N	117W		
			30	21N	117W		
28989	Duane C. Lewis, et ux	7-29-55	4	21N	117W	15	355
			30	21N	117W		
			8	21N	117W		
			9	21N	117W		
			17	21N	117W		
			18	21N	117W		
			19	21N	117W		
			20	21N	117W		
			30	21N	117W		
28988	Betty L. DeRosiers, et vir	8- 5-55	4	21N	117W	15	358
			30	21N	117W		
			8	21N	117W		
			9	21N	117W		
			17	21N	117W		
			18	21N	117W		
			19	21N	117W		
			20	21N	117W		
			30	21N	117W		
28990	Matt Failoni, et ux	7- 9-55	4	21N	118W	11	154
28991	Alfred Thoman, et ux	6-11-55	2	21N	119W	10	507
			3	21N	119W		
			34	22N	119W		
28992	A. L. Stotts, et ux	6-18-55	4	21N	119W	10	525
28993	Olive Arden Pope, et ux	8- 5-55	26	22N	120W	11	368
28994	Olive Arden Pope, et ux	8- 5-55	25	22N	120W	11	365
30443	Lawrence B. Johnson, et ux & Prudential Life Ins. Co. of America	11-12-55	25	22N	120W	13	506
			26	22N	120W		
28995	John Sedey, et ux	6-14-55	22	22N	120W	10	511
			23	22N	120W		
			26	22N	120W		

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28996	Harold F. Johnson, et ux	6-18-55	15	22N	120W	10	527
			22	22N	120W		
			23	22N	120W		
			26	22N	120W		
			27	22N	120W		
29000	Arthur E. Robinson, et ux	6-11-55	21	22N	120W	10	513
			22	22N	120W		
28999	Arthur E. Robinson, et ux	8- 2-55	15	22N	120W	11	371

Division Two: Gas Supply Lines, Miscellaneous Line, Gathering Lines and Crossover Lines

Section A - - Gas Supply Lines

(1) 16-inch and 24-inch Gas Supply Line, commonly called "Big Piney Line", in Lincoln County, Wyoming

0.335 Miles of 24-inch Pipe Line in Lincoln County, Wyoming

41.600 Miles of 16-inch Pipe Line in Lincoln County, Wyoming

Beginning at a point of connection with the Ignacio, Colorado to Sumas, Washington Line in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming; thence in a northeasterly direction across Sections 23, 14, 11, 12 and 1, Township 20 North, Range 115 West, 6th P.M., to a point on the north boundary of said Section 1, distant 1,214.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northeasterly direction across Sections 33, 28, 27, 22, 15, 14, 11 and 2, Township 21 North, Range 114 West, 6th P.M., (crossing the U.P.R.R. and U.S. Highway 30 North in the East Half of the East Half (E½E½) of said Section 28), to a point on the North boundary of Said Section 2, distant 52.0 feet west of the northeast corner of said Section 2;

Continuing thence in a northeasterly direction across Sections 35, 36, 25, 24 and 13, Township 22 North, Range 114 West 6th P.M., to a point on the east boundary of said Section 13, distant 673.0 feet south of the northeast corner of said Section 13;

Continuing thence in a northeasterly direction across Sections 18, 7 and 6, Township 22 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 6, distant 1,095.0 feet east of the north quarter corner of said Section 6;

Continuing thence in a northeasterly direction across Section 36, Township 23 North, Range 114 West, 6th P.M. (crossing U.S. Highway 189 in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 36), to a point on the east boundary of said Section 36, distant 362.0 feet south of the northeast corner of said Section 36;

Continuing thence in a northeasterly direction across Sections 32, 29, 20, 17, 8, 5 and 4, Township 23 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 4, distant 48.0 feet east of the northwest corner of said Section 4;

Continuing thence in a northeasterly and northwesterly direction across Sections 33, 28, 21, 22, 15, 10 and 3, Township 24 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 3, distant 575.0 feet east of the southwest corner of Section 36, Township 25 North, Range 113 West, 6th P.M.;

Continuing thence in a northwesterly direction across Sections 36, 25, 26, 23, 14, 13, 12 and 1, Township 25 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 1, distant 600.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northwesterly direction across Sections 36, 35, 26, 23, 14, 11, 2 and 3, Township 26 North, Range 113 West, 6th P.M. (crossing State Highway No. 119 in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 2), to a point on the north boundary of said Section 3, distant 1,133.0 feet west of the northeast corner of said Section 3, which point is also on the county line between Lincoln County and Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27340	Western Wyoming Range Company	6-30-55	23	20N	115W	11	101
27341	Western Wyoming Range Company	6-30-55	11	20N	115W	11	99
27339	Arnold A. Larson, et ux	7-18-55	1	20N	115W	12	60
			33	21N	114W		
27337	Arnold A. Larson, et ux	7- 7-55	27	21N	114W	11	137
			28	21N	114W		
27338	Arnold A. Larson, et ux	6-22-55	1	20N	115W	11	48
27331	Aaron H. McGinnis, et ux	7-15-55	2	24N	113W	12	62
			3	24N	113W		

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27329	State of Wyoming	9-15-55	25	25N	113W	40	474
			36	25N	113W		
27326	Olive H. Irwin	8- 9-55	26	26N	113W	17	468
27324	Anderson L. McGinnis	7-11-55	26	26N	113W	16	176
27322	William J. McGinnis, et ux	7- 9-55	26	26N	113W	11	160
27330	William J. McGinnis, et ux	7- 9-55	23	26N	113W	11	162
27323	William J. McGinnis, et ux	7- 9-55	14	26N	113W	11	158
27321	Lincoln County, Wyoming	7-25-55	14	26N	113W	12	64
27697	State of Wyoming	8-13-56	36	22N	114W	18	390
			36	26N	113W		
27333	Green River Livestock Company	10-24-55	20	23N	113W	15	337
44146	State of Wyoming (1199)	7- 3-68	13	25N	113W	83	539

(2) **24-inch, 26-inch and 30-inch Gas Supply Line commonly called "Big Piney Loop Line", in Lincoln County, Wyoming.**

0.017 Miles of 24-inch Pipe Line in Lincoln County, Wyoming
0.005 Miles of 26-inch Pipe Line in Lincoln County, Wyoming
41.507 Miles of 30-inch Pipe Line in Lincoln County, Wyoming

Beginning at a point of connection with the Ignacio, Colorado to Sumas, Washington Line in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, Township 20 North, Range 115 West, 6th P.M., Lincoln County, Wyoming; thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the Big Piney Line across Sections 23, 14, 11, 12 and 1, Township 20 North, Range 115 West, 6th P.M., to a point on the north boundary of said Section 1, distant 1,194.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 33 and 28, Township 21 North, Range 114 West, 6th P.M. (crossing the U.P.R.R. and U. S. Highway 30 North in the East Half of the East Half (E½E½) of said Section 28), to a point on the east boundary of said Section 28, distant 1,746.0 feet south of the northeast corner of said Section 28;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 27, 22, 15, 14, 11 and 2, Township 21 North, Range

114 West, 6th P.M., to a point on the north boundary of said Section 2, distant 52.0 feet west of northeast corner of said Section 2;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 35, 36, 25, 24 and 13, Township 22 North, Range 114 West, 6th P.M., to a point on the east boundary of said Section 13, distant 673.0 feet south of the northeast corner of said Section 13;

Continning thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 18, 7 and 6, Township 22 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 6, distant 1,095.0 feet east of the north quarter corner of said Section 6;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to ,the said Big Piney Line across Section 36, Township 23 North, Range 114 West, 6th P.M. (crossing U.S. Highway 189 in the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of said Section 36), to a point on the east boundary of said Section 36, distant 362.0 feet south of the northeast corner of said Section 36;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 32, 29, 20, 17, 8, 5 and 4, Township 23 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 4, distant 328.0 feet east of the northwest corner of said Section 4;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Section 33 and a portion of Section 28 (leaving the right of way of the said Big Piney Line) and continuing thence in a northeasterly direction across Sections 28 and 21 and a portion of Section 22, continuing thence in a northeasterly and northerly direction on and along the right of way, and approximately parallel to, the said Big Piney Line across Sections 22, 15, 10 and 3, Township 24 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 3, distant 555.0 feet east of the southwest corner of Section 36, Township 25 North, Range 113 West, 6th P.M.;

Continuing thence in a northwesterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Line

across Sections 36, 25, 26 and 23 (leaving the right of way of said Big Piney Line) and continuing thence in a northwesterly and northeasterly direction across Sections 14, 13, 14 (re-entry), 11 and 2, Township 25 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 2, distant 1,525.0 feet west of the northeast corner of said Section 2;

Continuing thence in a northwesterly direction across Sections 35, 26 and 23 and a portion of Section 14, continuing thence in a northwesterly direction on and along the right of way of, and approximately parallel to, **the said Big Piney Line across** Sections 14, 11, 2 and 3, **Township 26 North, Range 113 West, 6th P.M. (crossing State Highway No. 119 in the Southwest Quarter of** the Southwest Quarter (SW¼SW¼) of said Section 2), to a point on the north boundary of **said Section 3, distant 1,238.0 feet west of** the northeast corner of said **Section 3, which point is also on the** County Line between Lincoln County and Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27378	Green River Livestock Company	3-17-58	20	23N	113W	26	510
27379	State of Wyoming	9-15-59	36	22N	114W	40	78
27380	Union Pacific Railroad Company	4- 8-69	11	21N	114W	27	235
			15	21N	114W		
44147	State of Wyoming (1200)	7- 3-68	13	25N	113W	83	541

Section B — Miscellaneous Line

(1) 2⅜-inch Pipe Line, commonly called, "Line from 30-inch Drip to Knockout Drum at Opal Plant", in Lincoln County, Wyoming.

0.346 Miles of 2⅜-inch Pipe Line

Beginning in the Northwest Quarter of the Southwest Quarter **(NW¼SW¼) of Section 22,** Township 21 North, Range 114 West, 6th P.M., Lincoln County, Wyoming; thence in a northwesterly direction across Section 22 and a portion of Section 27, Township 21 North, **Range 114 West, 6th P.M., to the end of the line** at a point of connection in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 27 in Lincoln County, Wyoming.

Section C — Gathering Lines

Big Piney Gathering System

(a) Main Branch Trunk Gathering Lines

(1) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1", segment of which is located in Lincoln County, Wyoming.

1.867 Miles of 6⅝-inch Pipe Line

Beginning in Lot 8 of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming; thence in a northeasterly direction across Sections 3, 2 and Lot 37, Township 26, North, Range 113 West, 6th P.M., to a point on the north boundary of said Lot 37, distant 1,484.0 feet west of the northeast corner of said Lot 37, which point is also on the County Line between Lincoln County and Sublette County, Wyoming.

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27373	State of Wyoming, (E-674)	12-31-57	1	26N	113W	26	11

(2) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1 Loop", a segment of which is located in Lincoln County, Wyoming.

1.771 Miles of 8⅝-inch Pipe Line

Beginning in Lot 8 of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 24°02' West a distance of 1,603.1 feet from the northeast corner of said Section 3; thence in a northeasterly direction on and along the right of way of, and approximately parallel to, Big Piney Branch Trunk A-1 across Sections 3 and 2 and Lot 37, Township 26 North, Range 113 West, 6th P.M., to a point on the north boundary of said Lot 37, distant 622.3 feet east of the north quarter corner of said Lot 37, which point is also on the County Line between Lincoln County and Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
39914	State of Wyoming	3-20-64	1	26N	113W	38	167
			Lot 37	26N	113W		

(3) 4½-inch Main Branch Gathering Line, commonly called "Big Piney Branch Trunk A-3", in Lincoln County, Wyoming.

0.041 Miles of 4½-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 44°57' West a distance of 1784.2 feet from the east quarter corner of said Section 6; thence in a southwesterly direction across a portion of said Section 6, Township 26 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears North 47°35' West a distance of 1926.8 feet from the southeast corner of said Section 6, in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of said Section 6, in Lincoln County, Wyoming.

(4) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-14", in Lincoln County, Wyoming.

0.820 Miles of 6⅝-inch Pipe Line

1.203 Miles of 8⅝-inch Pipe Line

Beginning in Lot 8 of Section 3, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 68°41' East a distance of 4,917.9 feet from the northwest corner of said Section 3; thence in a northwesterly direction across Sections 3 and 4 and a portion of Section 5, Township 26 North, Range 113 West, 6th P. M. (crossing Wyoming State Highway No. 119 in the Northeast Quarter (NE¼) of said Section 3), to the end of the line at a point which point bears South 47°37' West a distance of 713.6 feet from the northeast corner of said Section 5, in Lincoln County, Wyoming.

(5) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-16", a segment of which is located in Lincoln County, Wyoming.

0.478 Miles of 6⅝-inch Pipe Line

Beginning on the County Line on the north boundary of Section 5, Township 26 North, Range 112 West, 6th P.M., thence in a southwesterly direction across a portion of said Section 5, Township 26 North, Range 112 West, 6th P.M., to the end of line at a point in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 5, in Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
34078	M. F. Whelan Livestock Company	10-19-60	5	26N	112W	46	369

(6) **6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-17", in Lincoln County, Wyoming.**

1.871 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 14, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 3°13' East a distance of 1,253.7 feet from the north quarter corner of said Section 14; thence in a northeasterly direction across Section 14 and Resurvey Lot 37, Township 26 North, Range 113 West, 6th P.M., to a point on the east boundary of said Resurvey Lot 37, distant 850.4 feet north of the southwest corner of Section 7, Township 26 North, Range 112 West, 6th P.M.;

Continuing thence in a northeasterly direction across a portion of Section 7, Township 26 North, Range 112 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of said Section 7, in Lincoln County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
36660	State of Wyoming	4- 3-61	12	26N	113W	48	550
			(Lot 37)	26N	113W		
			13	26N	113W		
			(Lot 37)	26N	113W		
34067	William J. McGinnis, et ux	10-21-60	7	26N	112W	46	357

(7) **4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-19", a segment of which is located in Lincoln County, Wyoming.**

0.365 Miles of 4½-inch Pipe Line in Lincoln County, Wyoming

0.922 Miles of 6⅝-inch Pipe Line in Lincoln County, Wyoming

Beginning in the North Half of the Southeast Quarter (N½SE¼) of Section 6, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming, which point bears South 44°56' West a distance of

1,782.0 feet from the east quarter corner of said Section 6; thence in a northwesterly direction across said Section 6, to a point on the north boundary of said Section 6, distant 192.0 feet east of the northwest corner of said Section 6, which point is alsc on the County Line between Lincoln County and Sublette County Wyoming.

(8) **4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-20", in Lincoln County, Wyoming.**

0.858 Miles of 4½-inch Pipe Line
2.350 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming; thence in a southwesterly direction across Sections 11, 10, 9 and 16 and a portion of Section 17, Township 26 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 17, in Lincoln County, Wyoming.

(b) Crossover Lines

(1) That certain 4½-inch pipe line, 0.016 miles in length, commonly called Belco-GRB No. 24 Crossover (Big Piney) located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

(2) That certain 4½-inch pipe line, 0.015 miles in length, commonly called Belco-GRB No. 43 Crossover (Big Piney) located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming.

Division Three: Field Gas Treating and Compressing Plant and Compressor Station

Section A — Field Gas Treating and Compressing Plant

(1) **Opal Gasoline Plant**

That certain Gasoline Absorption Plant located in Lot 37 of Section 27, Township 21 North, Range 114 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded deed:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
24451	Arnold A. Larson, et ux	6-14-58	27	21N	114W	27PR	519

Section B — Main Line Compressor Station

(1) Main Line Compressor Station No. 7
That certain Compressor Station located in the Southwest Quarter (SW¼) of Section 2, Township 21 North, Range 118 West, 6th P.M., Lincoln County, Wyoming.

DIVISION FOUR: REGULATING AND MEASURING STATIONS

(1) San Francisco Chemical Company Meter Station
That certain Meter Station located in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 31, Township 22 North, Range 119 West, 6th P.M., Lincoln County, Wyoming.

(2) Kemmerer Sales Meter Station
That certain Meter Station located in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼NE¼SW¼) of Section 34, Township 21 North, Range 116 West, 6th P.M., Lincoln County, Wyoming.

(3) Green River Bend No. 46
That certain Meter Station located in the South Half of the Southeast Quarter of the Southwest Quarter (S½SE¼SW¼) of Section 6, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37870	John E. Marx	5- 8-62	6	26N	112W	54	279

(4) Texaco Purchase Meter Station
That certain Meter Station located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
42902	Wm. F. Howard	6-20-67	29	19N	112W	78	583

(5) La Barge Meter Station
That certain Meter Station located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 6, Township 26 North, Range 112 West, 6th P.M., Lincoln County, Wyoming.

Division Five: Fee Properties

(1) R/W 67045 Texaco Meter Station
A 0.299 acre tract of land in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 29, Township 19 North, Range 112 West, 6th P.M., Lincoln County, Wyoming, more particularly described as follows:

Beginning at a point which bears North 61°50′ West a distance of 1526.5 feet from the southeast corner of said Section 29; thence South 13°18′ West a distance of 100.0 feet to a point;

Thence North 76°42′ West a distance of 100.0 feet to a point;

Thence North 13°18′ East a distance of 100.0 feet to a point;

Thence South 76°42′ East a distance of 100.0 feet to the point of beginning.

(2) R/W 58491 Big Piney (Opal) Plant
A portion of Lot 37, Township 21 North, Range 114 West, 6th Principal Meridian, more particularly described as follows:

Beginning at a point located North 0°02′ West a distance of 218.8 feet and North 89°17′ East a distance of 113.3 feet from the northwest corner of Section 27, Resurvey Township 21 North, Range 114 West, 6th P.M., said point being Corner No. 20 of said Lot 37;

Thence North 89°17′ East, along the northerly line of the said Lot a distance of 2670.2 feet to Corner No. 21;

Thence South 0°01′ East, along the easterly line of the said Lot 37, a distance of 2634.3 feet to Corner No. 22;

Thence North 88°52½′ East, along the northerly line of the Lot, a distance of 1327.23 feet to Corner No. 23;

Thence South 0°59′ East, along the easterly line of said Lot 37, a distance of 763.8 feet to a point on the northerly right of way of the Union Pacific Railroad at that point;

Thence South 86°23′ West, along the said right of way line, a distance of 2534.0 feet;

Thence North 0°59′ West, a distance of 890.89 feet to a point on the northerly right of way line of Highway U.S. 30 North;

Thence 89°37½′ West, along the said Highway right of way line, a distance of 922.68 feet to the point of a curve to the right, the radius of which is 1809.86 feet;

Thence continuing on the right of way line, on the arc of said curve, thru a central angle of 8°50½′, a distance of 279.29 feet;

Thence North 80°47′ West, a distance of 253.46 feet to a point on the westerly line of Lot 37;

Thence North 0°21′ West, along the westerly line of the Lot, a distance of 2537.68 feet to the point of beginning. The area contained in the above described parcel is 207.686 acres more or less.

Excepting therefrom the following described tract;

All that portion of Section 27, original Township 21 North, Range 114 West of the 6th P.M., Wyoming (described under the Resurvey as a portion of Lot 37, Township 21 North, Range 114 West), being more particularly described by metes and bounds as follows:

Beginning at a point on the West boundary of said Lot 37 from which Corner No. 20 thereof bears North 0°21′ West a distance of 2537.68 feet; thence South 80°47′ East a distance of 253.46 feet to the point of beginning of a curve to the left, the radius of which is 1809.86 feet;

Thence along said curve through a central angle of 8°50.5′ for a distance of 279.29 feet to the point of ending of said curve;

Thence South 89°37.5′ East a distance of 922.68 feet;

Thence South 0°59′ East a distance of 142.8 feet;

Thence South 89°26.5′ East a distance of 941.02 feet;

Thence South 87°40′ East a distance of 674.65 feet;

Thence South 89°45.5′ East a distance of 918.37 feet, more or less, to a point on an East boundary of said Lot 37;

Thence North 0°59′ West along said boundary a distance of 200.5 feet to Corner No. 23 of said Lot 37;

Thence South 88°52.5′ West a distance of 1327.23 feet, more or less, to Corner No. 22 of said Lot 37;

Thence North 0°01′ West along an East boundary of said Lot 37 a distance of 231.2 feet;

Thence North 89°45.5′ West a distance of 1655.86 feet to the point of beginning of a 0°30.7′ circular curve to the right, the radius of which is 11,184.2 feet;

Thence along said curve through a central angle of 5°08′ for a distance of 1,002 feet, more or less, to a point on the West boundary of said Lot 37;

Thence South 0°21′ East a distance of 208.4 feet, more or less, to the point of beginning, the portion of land hereby conveyed containing 23.8 acres, more or less.

(3) R/W 551257 Compressor Station 6 Exchange Property

The NE¼ of Section 9, Township 21 North, Range 119 West, 6th P.M., Lincoln County, Wyoming;

The SE¼ of Section 4, Township 21 North, Range 119 West, 6th P.M., Lincoln County, Wyoming;

Except the following described tract:

All that portion of the SE¼ of Section 4, Resurvey Township 21 North, Range 119 West of the 6th P.M., Wyoming, lying between the northerly operating right of way boundary of the Union Pacific Railroad Company and a parallel right of way line of hereinafter stated distances when measured at right angles to the following described survey line of highway, said parallel right of way line beginning on the east boundary and ending on the west boundary of said SE¼:

Beginning at a point on the east boundary of said SE¼ from which the southeast corner thereof bears South 0°03.5′ East a distance of 1,254.9 feet; thence, with said parallel right of way line 100 feet to the right or northerly side South 75°03.5′ West a distance of 976.2 feet; thence, with said parallel right of way line 125 feet to the right or northerly side continuing South 75°03.5′ West a distance of 1,750 feet, more or less, to a point on the west boundary of said SE¼ from which the southwest corner thereof bears southerly a distance of 530 feet, more or less, containing 15.1 acres more or less.

Subject to the existing highway right of way and all other rights, rights of way, reservations and encumbrances of record.

PART 2 — SUBLETTE COUNTY

DIVISION ONE: GAS SUPPLY LINES, MISCELLANEOUS LINE, MISCELLANEOUS FACILITIES AND GATHERING LINES

Section A — Gas Supply Pipe Lines

(1) 16-inch Gas Supply Line, commonly called "Big Piney Line", in Sublette County, Wyoming.

9.458 Miles of 16-inch Pipe Line

Beginning at a point on the County Line on the south boundary located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Sections 34, 27, 22, 21, 16, 9, 8 and 5, Township 27 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 669.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northerly direction across Sections 32, 29, 28, 29 (re-entry) and a portion of Section 20, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point of connection with Compressor Station No. 23 in Tract 41 of said Section 20, in Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27320	Roy W. Whitman, et ux	6-30-55	21	28N	113W	15	14
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219
			21	28N	113W		
27699	State of Wyoming	8-13-56	16	27N	113W	15	492

(2) 16-inch and 30 inch Gas Supply Line, commonly called "Big Piney Loop Line", in Sublette County, Wyoming.

0.074 Miles of 16-inch Pipe Line

9.264 Miles of 30-inch Pipe Line

Beginning at a point on the County Line on the south boundary located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Section 34 and a portion of Section 27, continuing thence in a northwesterly

direction on and along the right of way of, and approximately parallel to, the said Big Piney Line across Sections 27 and 22 and a portion of Section 21 (leaving the right of way of said Big Piney Line) and continuing thence in a northwesterly direction across Sections 21, 16, 9, 8 and 5, Township 27 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 1,341.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northwesterly, northeasterly and northwesterly direction across Sections 32 and 29 and a portion of Section 20, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point of connection with Compressor Station No. 23 in Tract 41 of said Section 20, in Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27376	Tom Harrower, et ux	7- 1-58	5	27N	113W	21	255
			32	28N	113W		
27377	, State of Wyoming	9-15-59	16	27N	113W	18	365

Section B — Miscellaneous Line

(1) **4½-inch Pipe Line, commonly called "Pan American Purchase Meter Station Line", in Sublette County, Wyoming.**

0.024 Miles of 4½-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across a portion of said Section 26, to the end of the line at a point of connection in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 26, in Sublette County, Wyoming.

Section C — Miscellaneous Facilities

(1) **Division No. 3 Office and Warehouse and Water Rights**

That certain Office and Warehouse together with the Water Rights thereof located in the Northwest Quarter (NW¼) and the North Half of the Northeast Quarter (N½NE¼) of Section 36 and the East Half of the Northeast Quarter (E½NE¼) of Section 35, Township 30 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37322	George Milleg, et ux	6- 9-59	36	30N	112W	10	45
None	British-American Oil Producing Co.	10- 7-59	35	30N	112W	18	395
			36	30N	112W		

(2) Big Piney Office and Dwelling (Division No. 3)
That certain Office and Dwelling located in Tract No. 9, Milleg Heights Subdivision in the South Half of the Northwest Quarter (S½NW¼) of Section 36, Township 30 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
37320	Gerald W. Davis, et ux	3- 3-59	36	30N	112W	9	478

(3) Big Piney Office and Warehouse
That certain Office and Warehouse located in Lots 4 and 6 of Block 3 in the C. P. MacGlashen First Addition to the town of Big Piney, Wyoming, Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
35831	Socony Mobil Oil Co., Inc.	12- 9-60	Lot 4, Block 3, C.P. MacGlashen 1st Addt'n. to town of Big Piney, Wyoming			10	453
35832	Socony Mobil Oil Co., Inc.	12- 9-60	Lot 6, Block 3, C.P. MacGlashen 1st Addt'n. to town of Big Piney, Wyoming			39	277
35833	Socony Mobil Oil Co., Inc.	4-18-60	Lots 4&6, Block 3 C.P. MacGlashen 1st Addt'n. to town of Big Piney, Wyoming			1-P.A.	33

Section D — Gathering Lines
(Big Piney Gathering System)

(a) Main Trunk Gathering Lines

(1) 6⅝-inch, 8⅝-inch, 16-inch and 18-inch Main Trunk Gathering Line, commonly called "Big Piney Trunk N" in Sublette County, Wyoming.

6.096 Miles of 6⅝-inch Pipe Line

3.229 Miles of 8⅝-inch Pipe Line

3.725 Miles of 16-inch Pipe Line

3.647 Miles of 18-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly and northeasterly direction across Sections 20, 17, 8 and 5, Township 28 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 621.0 feet west of the northeast corner of said Section 5;

Continuing thence in a northeasterly and northwesterly direction across Sections 34, 27, 26, 23, 14, 11, 10 and 3, Township 29 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 3, distant 174.0 feet east of the north quarter corner of said Section 3;

Continuing thence in a northwesterly direction across Sections 34, 27, 28, 21, 16, 9, 8 and 5, Township 30 North, Range 113 West, 6th P.M., to a point on the north boundary of said Section 5, distant 1081.8 feet east of the northwest corner of said Section 5;

Continuing thence in a northwesterly direction across a portion of Section 32, Township 31 North, Range 113 West, 6th P.M., to the end of the line at a point, which bears North 05°12′ East, a distance of 2,773.7 feet from the southwest corner of said Section 32, in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 32 in Sublette County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27315	Flying W Land and Livestock Corp.	8- 8-55	11	29N	113W	13	357
27316	Flying W Land and Livestock Corp.	8- 8-55	10	29N	113W	13	362
27317	Robert M. Miller, et ux	9- 8-55	11	29N	113W	153	96
27318	Dan H. Budd, et ux	4- 7-59	3	29N	113W	23	473
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219
			21	28N	113W		
27447	Anderson L. McGinnis, et al	7- 1-55	17	28N	113W	—	—

(2) 6⅝-inch and 10¾-inch Main Trunk Gathering Line, commonly called "Big Piney Trunk S", in Sublette County, Wyoming.

1.000 Miles of 6⅝-inch Pipe Line
1.920 Miles of 10¾-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly, southeasterly and southwesterly direction across Sections 20, 21, 28, 33 and 32 and a portion of Section 33 (re-entry), Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Lot 1 of said Section 33, Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27319	Ruth A. Chamberlain, et vir	7-11-55	20	28N	113W	13	219
			21	28N	113W		
27320	Roy A. Whitman, et ux	6-30-55	21	28N	113W	15	14

(3) 4½-inch, 6⅝-inch and 8⅝-inch Main Trunk Gathering Line, commonly called "Big Piney Trunk T", in Sublette County, Wyoming.

1.572 Miles of 4½-inch Pipe Line

0.223 Miles of 6⅝-inch Pipe Line

3.530 Miles of 8⅝-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Sections 20, 17, 18 and 7, Township 28 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 7, distant 1,141.0 feet south of the northwest corner of said Section 7;

Continuing thence in a westerly and northerly direction across Section 12 and 1, Township 28 North, Range 114 West, 6th P.M., to a point on the north boundary of said Section 1, distant 832.0 feet west of the southeast corner of Section 31, Township 29 North, Range 113 West, 6th P.M.;

Continuing thence in a northerly direction across a portion of Section 31, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Northwest Quarter (SE¼NE¼) of said Section 31, in Sublette County, Wyoming.

together with the folowing recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27345	Mary Kampman, et al	7- 1-55	17	28N	113W	13	223
27346	Hazel Marts, et vir	7-22-55	17	28N	113W	13	229
27347	John G. Haddenham	7-26-55	17	28N	113W	13	227
27348	Lewis Scheinost, et ux	8-15-56	18	28N	113W	15	495
27349	Lewis Scheinost, et ux	8- 9-55	18	28N	113W	13	368
36211	Kenneth E. Bartlett	12-15-58	17	28N	113W	30	95
27350	Kenneth E. Bartlett, et al	9-24-56	17	28N	113W	16	226

(b) Main Branch Trunk Gathering Lines

(1) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1", a segment of which is located in Sublette County, Wyoming.

2.967 Miles of 6⅝-inch Pipe Line

Beginning on the County Line on the south boundary of Section 36, Township 27 North, Range 113 West, 6th P.M.; then in a northeasterly direction across Section 36, Township 27 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 565.0 feet north of the southeast corner of said Section 36;

Continuing thence in a northeasterly direction across Sections 31, 32 and 29 and a portion of Section 28, Township 27 North, Range 112 West, 6th P.M., (crossing U.S. Highway 189 in the West Half of the Northeast Quarter (W½NE¼) of said Section 31 and the Green River in the Northeast Quarter (NE¼) of said Section 31), to the end of the line at a point in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 28, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27372	State of Wyoming	12-31-57	36	27N	113W	17	122
27374	Geo. A. DeGraw, et ux	10-16-57	31	27N	113W	17	85
27375	M. F. Whelan Livestock Company	10-26-57	29	27N	113W	17	82
			32	27N	112W		

(2) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-1 Loop", a segment of which is located in Sublette County, Wyoming.

1.037 Miles of 8⅝-inch Pipe Line

Beginning on the County Line on the south boundary of Section 36, Township 27 North, Range 113 West, 6th P.M.; thence, in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Branch Trunk A-1 across said Section 36, Township 27 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 618.7 feet north of the southeast corner of said Section 36;

Continuing thence in a northeasterly direction on and along the right of way of and approximately parallel to, the said Big Piney Branch Trunk A-1 across a portion of Section 31, Township 27 North, Range 112 West, 6th P.M., to the end of the line at a point, which point bears North 61°08′ East, a distance of 3,597.6 feet from the southeast corner of Section 36, Township 27 North, Range 113 West, 6th P.M., in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 31, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
39914	State of Wyoming	3-20-64	36	27N	113W	38	167

(3) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-2", in Sublette County, Wyoming.

1.946 Miles of 8⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 21, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across Sections 21 and 20 and a portion of Section 19, Township 27 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 19, in Sublette County, Wyoming.

(4) 6⅝-inch Main Branch Gathering Line, commonly called "Big Piney Branch Trunk A-3", a segment of which is located in Sublette County, Wyoming.

2.364 Miles of 6⅝ inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 20, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears North 28°22′ West

a distance of 1,832.8 feet from the southeast corner of said Section 20; thence, in a southerly direction across Sections 20, 29, 32 and 33, Township 27 North, Range 113 West, 6th P.M., to a point on the south boundary of said Section 33, distant 106.0 feet east of the southwest corner of said Section 33, which point is also on the County Line between Sublette County and Lincoln County, Wyoming;

together with the following easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27371	Ted Jory, et ux	10- 8-57	29	27N	113W	17	80

(5) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-4", in Sublette County, Wyoming.

1.941 Miles of 8⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 19, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears North 06°13' West a distance of 1,062.4 feet from the southeast corner of said Section 19; thence in a southerly and westerly direction across Sections 19 and 30, Township 27 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 30, distant 91.0 feet north of the west quarter corner of said Section 30;

Continuing thence in a northwesterly direction across a portion of Section 25, Township 27 North, Range 114 West, 6th P.M., to the end of the line at a point, which point bears North 49°57' West a distance of 1,841.5 feet from the east quarter corner of said Section 25, in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 25, in Sublette County, Wyoming.

(6) 8⅝-inch and 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-5", in Sublette County, Wyoming.

1.743 Miles of 8⅝-inch Pipe Line

3.041 Miles of 10¾-inch Pipe Line

Beginning in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across Sections 5 and 6, Township 27 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 6, distant 604.2 feet south of the west quarter corner of said Section 6;

Continuing thence in a southwesterly direction across Sections 1, 12 and 13 and a portion of Section 24, Township 27 North, Range 114 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 24, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27547	Tom S. Harrower, et ux	11-15-58	5	27N	113W	17	444
			6	27N	113W		
			1	27N	114W		
			11	27N	114W		
			12	27N	114W		

(7) 8⅝-inch and 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-6", in Sublette County, Wyoming.

1.500 Miles of 8⅝-inch Pipe Line

2.430 Miles of 10¾-inch Pipe Line

Beginning in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northeasterly direction across Sections 29, 28, 27, 26 and 23 and a portion of Section 24, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Tract 46 of said Section 24, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27543	Anderson L. McGinnis, et ux	8-15-55	27	28N	113W	136	372
None	Walter C. Yose, et ux	8- 6-55	22	28N	113W	136	374
			23	28N	113W		
27549	Aaron H. McGinnis, et ux	11-11-58	24	28N	113W	18	12
			23	28N	113W		

(8) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-7", in Sublette County, Wyoming.

3.761 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 27, Township 28 North, Range 113 West, 6th P.M.,

Sublette County, Wyoming; thence in a southeasterly and southwesterly direction across Sections 27, 26, 35, 34 and 33 and a portion of Section 32, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Tract 53 of said Section 32, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27376	Tom Harrower, et al	7- 1-58	5	27N	113W	21	256
			32	27N	113W		

(9) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-8", in Sublette County, Wyoming.

3.162 Miles of 4½-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northeasterly direction across Sections 28, 27, 22 and 23 and a portion of Section 14, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Southeast Quarter (SW¼SE¼ of said Section 14, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27342	Anderson L. McGinnis, et ux	7- 1-55	28	28N	113W	15	12
			27	28N	113W		
27343	Anderson L. McGinnis, et ux	8-15-55	27	28N	113W	13	372
27344	Walter C. Yose, et ux	8- 8-55	22	28N	113W	13	374
			23	28N	113W		

(10) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-9", in Sublette County, Wyoming.

0.721 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southeast Quarter (SE¼-SE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly and southwesterly direction across a portion of said Section 5, to the end of the line

at a point in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of said Section 5, in Sublette County, Wyoming.

(11) **4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-10", in Sublette County, Wyoming.**

0.904 Miles of 4½-inch Pipe Line

Beginning in the East Half of the Northeast Quarter (E½NE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly direction across Sections 32 and 29 and a portion of Section 30, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 30, in Sublette County, Wyoming.

(12) **6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-11", in Sublette County, Wyoming.**

0.707 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 8, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across a portion of said Section 8, to the end of the line at a point in the North Half of the Southwest Quarter (N½SW¼) of said Section 8, in Sublette County, Wyoming.

(13) **6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-12", in Sublette County, Wyoming.**

1.407 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 1, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming, which point bears South 26°50′ East a distance of 4,183.2 feet from the north quarter corner of said Section 1; thence in a northwesterly direction across said Section 1, to a point on the north boundary of said Section 1, distant 210.0 feet east of the north quarter corner of said Section 1;

Continuing thence in a northerly direction across a portion of Section 36, Township 28 North, Range 114 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 36, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27547	Tom S. Harrower, et ux	9-15-58	5	27N	113W	17	444
			6	27N	113W		
			1	27N	114W		
			11	27N	114W		
			12	27N	114W		
35286	The Prudential Insurance Company of America	1- 9-61	5	27N	113W	19	455
			6	27N	113W		
			1	27N	114W		
			11	27N	114W		
			12	27N	114W		
27696	State of Wyoming	3- 3-60	36	28N	114W	19	27

(14) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-13", in Sublette County, Wyoming.

6.180 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 35, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 31°49′ East a distance of 671.1 feet from the northwest corner of said Section 35; thence in a southeasterly direction across said Section 35 and Resurvey Tract 54, to a point on the south boundary of said Resurvey Tract 54, distant 226.0 feet east of the southwest corner of said Resurvey Tract 54;

Continuing thence in a southeasterly direction across Sections 1 and 12, Township 27 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 12, distant 1,297.4 feet north of the southwest corner of Section 6, Township 27 North, Range 112 West, 6th P.M.;

Continuing thence in a southeasterly direction across Sections 6, 7, 8 and 17 and a portion of Section 16, Township 27 North, Range 112 West, 6th P.M. (crossing U.S. Highway 189 in the Northeast Quarter (NE¼) of said Section 17), to the end of the line at a point in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 16, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
35655	State of Wyoming	4- 3-61	36	28N	113W	19	588
33729	Beneficial Oil Company	10-31-60	17	27N	112W	29	453
34070	Joseph H. Bird	10-21-60	17	27N	112W	29	455
37091	State of Wyoming	7-19-61	16	27N	112W	20	81

(15) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-15", in Sublette County, Wyoming.

4.264 Miles of 6⅝-inch Pipe Line

Beginning in the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section 31, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears South 47°06′ West a distance of 2,180.8 feet from the northeast corner of said Section 31; thence in a northeasterly direction across Sections 31, 30, 19, 20, 21 and 16 and a portion of Section 15, Township 27 North, Range 112 West, 6th P.M. (crossing U.S. Highway 189 in the Southwest Quarter (SW¼) of said Section 20 and the Green River in the Southeast Quarter (SE¼) of said Section 16), to the end of the line at a point in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of said Section 15, in Sublette County, Wyoming;

together with the following recorded rights:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
35032	Beneficial Oil Company	10-31-60	20	27N	112W	29	516
			21	27N	112W		
36657	State of Wyoming	4- 3-61	16	27N	112W	19	585

(16) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-16", a segment of which is located in Sublette County, Wyoming.

1.163 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southeast Quarter (SE¼-SE¼) of Section 29, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears North 48°15′ West a distance of 919.3 feet from the southeast corner of said Section 29; thence in a southwesterly direction across Sections 29 and 32, Township 27 North, Range 112 West, 6th P.M., to a point on the south boundary of said Section 32, distant 632.0 feet east of the south quarter corner of

said Section 32, which point is also on the County Line between Sublette County and Lincoln County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
33706	M. F. Whelan Livestock Co.	10-19-60	29	27N	112W	29	439
			32	27N	112W		

(17) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-18", in Sublette County, Wyoming.

0.002 Miles of 4½-inch Pipe Line

0.894 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 25, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming; which point bears North 10°45′ West a distance of 102.3 feet from the east quarter corner of Section 25; thence in a southwesterly and southeasterly direction across Section 25, Township 27 North, Range 114 West, 6th P.M., to a point on the east boundary of said Section 25, distant 693.4 feet north of the southeast corner of said Section 25;

Continuing thence in a southeasterly direction across Section 30 and a portion of Section 31, Township 27 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears South 25°23′ East a distance of 1,697.9 feet from the northwest corner of said Section 31, in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 31, in Sublette County, Wyoming.

(18) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk A-19", a segment of which is located in Sublette County, Wyoming.

0.392 Miles of 4½-inch Pipe Line

Beginning on the County Line on the south boundary of Section 31, Township 27 North, Range 113 West, 6th P.M.; thence in a northwesterly direction across said Section 31, Township 27 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 31, distant 351.5 feet north of the southwest corner of said Section 31;

Continuing thence in a northwesterly direction across a portion of Section 36, Township 27 North, Range 114 West, 6th P.M., to the end of

the line at a point, which point bears North 24°53' West a distance of 1,964.6 feet from the southeast corner of said Section 36, in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 36, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
38599	State of Wyoming	3-13-63	36	27N	114W	36	1

(19) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-1", in Sublette County, Wyoming.

1.311 Miles of 6⅝-inch Pipe Line

Beginning in Lot 1 of Section 31, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears South 09°13' East a distance of 920.5 feet from the northwest corner of said Section 31; thence in a southeasterly direction across said Section 31, to a point on the south boundary of said Section 31 distant 131.4 feet east of the south quarter corner of said Section 31;

Continuing thence in a southeasterly direction across a portion of Section 2, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 2, in Sublette County, Wyoming.

(20) 6⅝-inch Main Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-2", in Sublette County, Wyoming.

0.850 Miles of 6⅝-inch Pipe Line

Beginning at a point in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northwesterly and northeasterly direction across Section 25 and a portion of Section 24, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears North 31°43' West, a distance of 889.5 feet from the southeast corner of said Section 24, in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 24, in Sublette County, Wyoming.

(21) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-3", in Sublette County, Wyoming.

2.589 Miles of 4½-inch Pipe Line

4.784 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of Section 35, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; which point bears South 60°37′ East a distance of 1,988.2 feet from the west quarter corner of said Section 35; thence in a northeasterly direction across Sections 35 and 36, Township 29 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 899.0 feet south of the northeast corner of said Section 36;

Continuing thence in a southeasterly and northeasterly direction across Sections 31, 32, 33, 34, 27, 26 and 25 and a portion of Section 24, Township 29 North, Range 112 West, 6th P.M. to the end of the line at a point, which point bears North 68°16′ East a distance of 495.0 feet from the southwest corner of said Section 24, in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 24, in Sublette County, Wyoming.

(22) 8⅝-inch and 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-3 Loop", in Sublette County, Wyoming.

0.761 Miles of 8⅝-inch Pipe Line

1.876 Miles of 10¾-inch Pipe Line

Beginning in the Southwest Quarter of the Southeast Quarter (SW¼-SE¼) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 48°57′ West a distance of 2,799.2 feet from the east quarter corner of said Section 34; thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the Big Piney Branch Trunk N-3 across Sections 34, 35 and 36, Township 29 North, Range 113 West, 6th P.M., to a point on the east boundary of said Section 36, distant 930.0 feet south of the northeast corner of said Section 36;

Continuing thence in a northeasterly direction on and along the right of way of, and approximately parallel to, the said Big Piney Branch Trunk N-3 across a portion of Section 31, Township 29 North, Range 112 West, 6th P.M., to the end of the line at a point, which bears South

10°01′ East a distance of 920.7 feet from the northwest corner of said Section 31, in Lot 1 of said Section 31, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27328	State of Wyoming	9-15-59	36	29N	113W	18	361

(23) 10¾-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-4", in Sublette County, Wyoming.

3.668 Miles of 10¾-inch Pipe Line

Beginning in the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 8, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across Sections 8, 9, 10 and 15 and a portion of Section 14, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of said Section 14, in Sublette County, Wyoming.

(24) 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-5", in Sublette County, Wyoming.

1.249 Miles of 8⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 13, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across Section 13 and a portion of Section 24, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point, in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of said Section 24, in Sublette County, Wyoming.

(25) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Trunk N-6", in Sublette County, Wyoming.

1.078 Miles of 6⅝-inch Pipe Line

0.638 Miles of 8⅝-inch Pipe Line

Beginning in the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly and northeasterly direction across Sections 34 and 35 and a portion of Section 26,

Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of said Section 26, in Sublette County, Wyoming.

(26) **4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-7", in Sublette County, Wyoming.**

0.852 Miles of 4½-inch Pipe Line
0.512 Miles of 6⅝-inch Pipe Line

Beginning in the Northeast Quarter of the Northwest Quarter (NE¼-NW¼) of Section 13, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a northerly and northwesterly direction across Sections 13 and 12 and a portion of Section 1, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point, which point bears North 40°17′ East a distance of 820.1 feet from the southwest corner of said Section 1, in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of said Section 1, in Sublette County, Wyoming.

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
27548	Arthur C. Homer, et ux	9-18-57	12	29N	113W	17	76
27551	Robert M. Miller, et ux	10-11-58	11	29N	113W	17	446
			12	29N	113W		

(27) **4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-8", in Sublette County, Wyoming.**

0.461 Miles of 4½-inch Pipe Line
1.457 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, thence in a southeasterly and northeasterly direction across Section 26 and a portion of Section 25, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 25, in Sublette County, Wyoming.

(28) **4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-10", in Sublette County, Wyoming.**

0.622 Miles of 4½-inch Pipe Line
0.582 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, thence in a northeasterly and southeasterly direction across Sections 26 and 23 and a portion of Section 24, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Southwest Quarter of the Southwest Quarter (SW¼-SW¼) of said Section 24, in Sublette County, Wyoming.

(29) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-12", in Sublette County, Wyoming.

1.279 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section 14, Township 29 North, Range 113 West, 6th P.M., at a point that bears South 22°16′ East 1236.0 feet from the Northwest corner of said Section 14;

Thence in an Easterly direction across said Section 14, and a portion of Section 13, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of said Section 13, in Sublette County, Wyoming.

(30) 6⅝-inch Main Branch Gathering Line, commonly called "Big Piney Branch Trunk N-12 Loop", Sublette County, Wyoming.

1.287 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Township 29 North, Range 113 West, 6th P.M., bears South 22°16′ East 1236.0 feet from the Northwest corner of said Section 14:

Thence in an easterly direction across said Section 14, and a portion of Section 13, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of said Section 13, in Sublette County, Wyoming.

(31) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-14" in Sublette County, Wyoming.

1.163 Miles of 4½-inch Pipe Line

Beginning in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th

P.M., Sublette County, Wyoming; thence in a northeasterly direction across Section 3 and a portion of Section 2, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of said Section 2, in Sublette County, Wyoming.

(32) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-16", in Sublette County, Wyoming.

0.546 Miles of 6⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

Thence in an easterly direction across Section 11, Township 29 North, Range 113 West, 6th P.M., to the end of the line at a point in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of said Section 11, in Sublette County, Wyoming.

(33) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-17", in Sublette County, Wyoming.

0.648 Miles of 6⅝-inch Pipe Line

0.957 Miles of 8⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 15, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears North 26°28′ East, a distance of 3,173.3 feet from the south quarter corner of said Section 15; thence in a southwesterly and southeasterly direction across Section 15 and a portion of Section 22, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in Lot 1 of said Section 22, in Sublette County, Wyoming.

(34) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-18", in Sublette County, Wyoming.

0.497 Miles of 4½-inch Pipe Line

Beginning in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 24, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming, which point bears North 68°16′ East a distance of 491.5 feet from the southwest corner of said Section 24; thence in a northwesterly direction across Section 24 and a portion of

Section 23, Township 29 North, Range 112 West, 6th P.M., to the end of the line at a point, which point bears North 14°24′ West a distance of 2,579.8 feet from the southeast corner of said Section 23, in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 23, in Sublette County, Wyoming.

(35) 4½-inch and 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-19", in Sublette County, Wyoming.

0.286 Miles of 4½-inch Pipe Line

2.533 Miles of 6⅝-inch Pipe Line

Beginning in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 14, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across Sections 14, 23, 24 and 25 and a portion of Tract 54, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point in said Tract 54, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
38597	State of Wyoming	3-13-63	36	28N	113W	36	103
40706	State of Wyoming	4- 9-65	36	28N	113W	39	193

(36) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk N-20", in Sublette County, Wyoming.

2.037 Miles of 6⅝-inch Pipe Line

Beginning in Tract 54, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 30°00′ east a distance of 447.4 feet from the south quarter corner of Section 25, Township 28 North, Range 113 West, 6th P.M.; thence in a northeasterly direction across said Tract 54 and Section 25, to a point on the east boundary of said Section 25, distant 26.5 feet south of the west quarter corner of Section 30, Township 28 North, Range 112 West, 6th P.M.;

Continuing thence in a southeasterly and northeasterly direction across Section 30 and a portion of Section 29, Township 28 North, Range 112 West, 6th P.M., to the end of the line at a point, which point bears North 57°19′ East a distance of 3,024.3 feet from the southwest corner of said Section 29, in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 29, in Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
39648	State of Wyoming	3-20-64	36	28N	113W	37	575

(37) 4½-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk S-1", in Sublette County, Wyoming.

0.331 Miles of 4½-inch Pipe Line

Beginning in Tract 41 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southeasterly direction across a portion of said Section 20, to the end of the line at a point in Tract 41 of said Section 20, in Sublette County, Wyoming.

(38) 6⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk S-3", in Sublette County, Wyoming.

0.978 Miles of 6⅝-inch Pipe Line

Beginning in Lot 6 of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, which point bears South 03°15′ West a distance of 1,387.3 feet from the east quarter corner of said Section 32; thence in an easterly direction across Section 32 and a portion of Section 33, Township 28 North, Range 113 West, 6th P.M., to the end of the line at a point of connection, which point bears South 76°24′ East a distance of 4,994.5 feet from the west quarter corner of said Section 33, in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of said Section 33, in Sublette County, Wyoming.

(39) 6⅝-inch and 8⅝-inch Main Branch Trunk Gathering Line, commonly called "Big Piney Branch Trunk T-1", in Sublette County, Wyoming.

1.519 Miles of 6⅝-inch Pipe Line

1.632 Miles of 8⅝-inch Pipe Line

Beginning in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; thence in a southwesterly direction across Sections 17, 18 and 19, Township 28 North, Range 113 West, 6th P.M., to a point on the west boundary of said Section 19, distant 504.5 feet south of the northeast corner of Section 24, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming;

Continuing thence in a southwesterly and northwesterly direction across Sections 24, 13 and 14 and a portion of Section 11, Township 28 North, Range 114 West, 6th P.M., to the end of the line at a point, which

point bears North 37°03′ West a distance of 1,088.6 feet from the southeast corner of said Section 11, in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 11, in Sublette County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
27350	Mary Kampman, et al	9-24-56	17	28N	113W	16	226
27356	Edith Smith, et vir	10- 9-56	17	28N	113W	16	239
27351	Victor Bartlett	10-27-56	17	28N	113W	16	231
27354	Louis W. Bartlett, et ux	10- 9-56	17	28N	113W	16	235
27357	Albert S. Johnson	10- 9-56	17	28N	113W	16	241
27353	Angelo Bartlett, et ux	10-27-56	17	28N	113W	16	233
27358	Albert D. Bartlett, et ux	10- 6-56	17	28N	113W	16	243
27355	Arthur W. Stotts, et ux	10- 5-56	17	28N	113W	16	237
27367	Lewis Scheinost, et ux	9-27-56	18	28N	113W	16	47
27368	Grayson H. Jones, et al	10-11-57	13	28N	114W	17	114
			14	28N	114W		

(c) Crossover Lines

(1) That certain 4½-inch pipe line, 0.618 miles in length, commonly called Crossover from Lateral N-10 to Lateral N-2 (BPGS), located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 24, and the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 25, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(2) That certain 4½-inch pipe line, 0.066 miles in length, commonly called Crossover from Belco B-51 to B-62 (BPGS), located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(3) That certain 4½-inch pipe line, 0.199 miles in length, commonly called Belco BNG 29, located in Lot 6, and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(4) That certain 4½-inch pipe line, 0.152 miles in length, commonly called Crossover from Belco 48 to Belco C-54, located in Lot 1 of Section 26, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) That certain 4½-inch pipe line, 0.054 miles in length, commonly called Western Oil Refg. Co. — Crossover (Big Piney) located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) That certain 4½-inch pipe line, .075 miles in length, commonly called Mobil Tip Top No. 44-29 Crossover (Big Piney), located in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 29, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(7) That certain 4½-inch pipe line, 0.015 miles in length, commonly called Texas-La Barge No. 1 Crossover (Big Piney) located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(8) That certain 4½-inch pipe line, 0.007 miles in length, commonly called Texas-La Barge No. 3 Crossover (Big Piney) located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 27, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(9) That certain 4½-inch pipe line, 0.019 miles in length, commonly called Texas Co.-La Barge No. 2-34 Crossover (Big Piney) located in the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 34, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(10) That certain 8⅝-inch pipe line, 0.527 miles in length, commonly called Crossover from Trunk "T" to Drip Site (Big Piney), located in Tract 41, and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
44280	Ruth A. Chamberlain	8-20-68	20	28N	113W	25	225

(11) That certain 4½-inch pipe line, 0.042 miles in length, commonly called Mobil No. 82X-20 Crossover to Trunk "T", located in Tract 41

of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
44955	Ruth A. Chamberlain	8-23-68	20	28N	113W	25	481

(12) That certain 4½-inch pipe line, 0.051 miles in length, commonly called Trunk A Loop to Mobil 68X-32 Crossover, located in Lot 5 and Tract 53 of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(13) That certain 4½-inch pipe line, 0.139 miles in length, commonly called Crossover from Trunk A to Lateral A-5, located in the Northeast Quarter (NE¼) of Section 5, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(14) That certain 4½-inch pipe line, 0.008 miles in length, commonly called Crossover from Lateral N-8 to Belco B-66, located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 26, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(15) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Crossover from Belco B-18 to Lateral N-14, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 2, Township 29, North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(16) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Crossover from Lateral N-17 to Lateral A-8, located in the Southeast Quarter (SE¼) of Section 22, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(17) That certain 4½-inch pipe line, 0.001 miles in length, commonly called Belco GRB 43 Crossover, located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 11, Township 26 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(18) That certain 4½-inch pipe line, 0.027 miles in length, commonly called Gulf Field Compressor Line, located in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 36, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

DIVISION TWO: FIELD GAS TREATING AND COMPRESSING STATIONS

(1) Belco Field Compressor Station No. 7

That certain Field Compressor Station, located in the West Half (W½) of Tract 41, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
34066	W. O. Chamberlain, et ux	11- 8-60	41	28N	113W	10	397

(2) Compressor Station No. 23

That certain Compressor Station, located in the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded deeds:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
33949	Ruth A. Chamberlain	10-26-55	20	28N	113W	8	249
33950	Ruth A. Chamberlain	10-26-55	20	28N	113W	8	250
33951	Ruth A. Chamberlain	9- 1-57	20	28N	113W	9	147
33952	Ruth A. Chamberlain	5-14-59	20	28N	113W	10	17
			21	28N	113W		

(3) Compressor Station No. 27

That certain Compressor Station, located in the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded deed:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
36209	Mary J. Haddenham, et al	6- 6-58	17	28N	113W	9 Deeds	283

(4) Central Dehydration Site on Trunk "N"

That certain Dehydration Site located in the Northwest Quarter (NW¼) of Section 23, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) Group IV Dehydration Unit on Lateral N-4

That certain Dehydration Unit located in the Northeast Quarter (NE¼) of Section 15, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) Group V Dehydration Site on Lateral N-6

That certain Dehydration Site located in the East Half (E½) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

DIVISION THREE: REGULATING AND MEASURING STATIONS

(1) Big Piney Oil and Uranium Company Meter Station No. 1

That certain Meter Station located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
32609	Dan H. Budd	10-11-57	3	29N	113W	9	109

(2) Big Piney Oil and Uranium Company Meter Station No. 2

That certain Meter Station located in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW¼NE¼NE¼) of Section 34, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(3) Gulf-Wyoming State No. 1 Meter Station

That certain Meter Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 16, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
38015	State of Wyoming	6-26-62	16	27N	112W	34	94

(4) Western Oil & Refining Company Purchase Meter Station

That certain Meter Station located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 9, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(5) Pan American Pet. Corp.-Mickelson Creek Meter Station

That certain Meter Station located in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 32, Township 31 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(6) Big Piney Meter Station

That certain Meter Station located in Lot 7 of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming.

(7) Mobil Well No. 26-16 Meter Station

That certain Meter Station located in Tract 37 of Section 17, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
47553	State of Wyoming	7- 9-71	16	28N	113W	27	489

DIVISION FOUR: FEE PROPERTIES

(1) R/W 551352 Big Piney Oil and Uranium Company Meter Station No. 1

A tract of land out of Section 3, Township 29 North, Range 113 West, 6th Principal Meridian, Sublette County, Wyoming, and further described as follows:

Commencing at the common corner between Sections 2, 3, 10 and 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, from which the Southwest corner of said tract bears South 88°05′ West, 244 feet, North 22°35′ West, 2038 feet, South 67°25′ West, 5 feet;

Thence, North 22°35′ West, 25 feet to a corner;

Thence, North 67°25′ East, 50 feet to a corner;

Thence, South 22°35′ East, 25 feet to a corner;

Thence, South 67°25′ West, 50 feet to a point of beginning and containing 0.03 acres of land.

(2) R/W 551602 Compressor Station No. 23

Parcel No. 1

A tract of land out of the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, of the Sixth Principal Meridian, Sublette County, Wyoming, and further described as follows:

Beginning at a stake set for the Southwest corner of the herein-described tract in the East right-of-way of a gravel road from which the Northwest corner of Tract No. 43, Section 20, Township 28 North, Range 113 West, Sixth Principal Meridian, Sublette County, Wyoming, bears South 27°58′14″ East, 754.11 feet;

Thence, North 19°09′30″ West, 1089.0 feet to a stake for corner;

Thence, North 70°50′30″ East, 1185.0 feet to a stake for corner;

Thence, South 19°09′30″ East, 1089.0 feet to a stake for corner;

Thence, South 70°50′30″ West, 1185.0 feet to the point of beginning and containing 29.625 acres of land.

Parcel No. 2

A tract of land out of the Northeast Quarter (NE¼) of Section 20, Township 28 North, Range 113 West, of the Sixth Principal Meridian, Sublette County, Wyoming, particularly described as follows:

Beginning at a stake set for the Southwest corner of the herein-described tract in the East right-of-way line of a gravel road from which the Northwest corner of Tract No. 43, Section 20, Township 28 North, Range 113 West, Sixth Principal Meridian, Sublette County, Wyoming, bears South 18°36′ East, 5.05 feet, and due East 122.35 feet;

Thence, along the East right-of-way line of said gravel road, North 19°09′30″ West, 700.0 feet to a stake set for the Northwest corner of the herein-described tract;

Thence, North 70°50′30″ East, 1185.0 feet to a stake set forth the Northeast corner;

Thence, South 19°09′30″ East, 700.0 feet to a stake set for the Southeast corner;

Thence South 70°50'30" West, 1185.0 feet to the point of beginning and containing 19.043 acres of land.

Save and Except, however, all the oil, gas, and other minerals in, under and that may be produced from the lands hereinabove last described, which have been expressly reserved.

(3) R/W 551702 Compressor Station No. 27

A tract of land in Tract No. 39, Section 17, Township 28 North, Range 113 West, 6th Principal Meridian, Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Proposed Field Compressor Site, from which the West Quarter (W¼) corner (brass cap) of said Section 17 bears North 32°35' West, 363.4 feet;

Thence, South 36°24' East, 125 feet to a point;

Thence, South 53°36' West, 200 feet to a point;

Thence, North 36°24' West, 125 feet to a point;

Thence, North 53°36' East, 200 feet to the point of beginning.

The herein-described tract containing 0.57 acres of land, more or less.

(4) R/W 591538 Division No. 3 Office and Warehouse and Water Rights

Parcel 1—All of Tract 1 in the Milleg Heights Subdivision, as the same appears on the plat and map thereof of record in the office of the Clerk of Sublette County, Wyoming. Situated in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, containing 0.725 acres of land.

Parcel 2—All of Tract 2 in the Milleg Heights Subdivision, as the same appears on the plat and map thereof of record in the office of the Clerk of Sublette County, Wyoming. Situated in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, containing 0.721 acres of land.

Parcel 3—Metes and bounds description of a tract of land out of the property of George Milleg and Lillian Violet Curtis Milleg situated in

the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a hex head iron pin, set for the Southwest corner of said Tract, from which a 10" x 8" quartzite stone, the West Quarter corner of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, bears South 15°45'30" West, 737.18 feet;

Thence, North 87°57' East, 557.84 feet to a hex head iron pin set for the Southeast corner of said tract;

Thence, North 02°03' West, 356.18 feet to a hex head iron pin for the Northeast corner of said tract, said pin being also on the Southern boundary line of Milleg Heights Subdivision and Milleg Lane;

Thence, North 81°49' West, along the said Southern boundary line, 246.66 feet to a steel "T" bar set for a corner of said Milleg Heights Subdivision and a corner of said tract;

Thence, South 87°57' West, along said Southern boundary line, 315.10 feet to a steel "T" bar set for the Northwest corner of said tract;

Thence, South 02°03' East, 400.00 feet to the point of beginning.

Said tract to contain 5.000 acres of land, more or less.

Together with the right to use that certain water well at all times hereafter, said water well being located North 36°38' East, 1383.70 feet from the West Quarter corner of Section 36, Township 30 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming, and together with the rights of ingress and egress to the aforesaid properties upon and over Milleg Lane as said lane appears on the duly recorded plat and map of the aforesaid Milleg Heights Subdivision and together with the right and privilege to travel upon, over and across said Milleg Lane at all times hereafter.

(5) R/W 591543 Big Piney Managers Office and Dwelling

All of Tract No. 9 in the Milleg Heights Subdivision, as the same appears on the plat and map thereof of record in the Office of the Clerk of Sublette County, Wyoming, together with all improvements situated

thereon or appurtenant thereto; and together with the right to use that certain water well at all times hereafter, said water well being located North 36°38' East, 1383.7 feet from the West one-quarter corner of Section 36, Township 30 North, Range 112 West, and together with the rights of ingress and egress to the aforesaid property upon and over Milleg Lane as said Lane appears on the duly recorded plat and map of the aforesaid Milleg Heights Subdivision and together with the right and privilege to travel upon, over and across said Milleg Lane at all times hereafter.

Subject to prior reservations of minerals and subject to rights-of-way, easements, and restrictions of record in the office of the County Clerk of Sublette County, Wyoming.

Subject to that certain mortgage executed by the grantors herein to the State Bank of Big Piney, Big Piney, Wyoming, recorded in Book 12 of Mortgages, Page 58, in the principal sum of $25,000.00, the unpaid balance of which the grantee herein agrees to assume and pay.

PART 3 — SWEETWATER COUNTY

DIVISION ONE: MAIN TRANSMISSION PIPE LINES AND BRANCH

Section A — Main Transmission Pipe Lines

(1) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Line", a segment of which is located in Sweetwater County, Wyoming.

27.499 Miles of 22-inch Pipe Line

24.131 Miles of 26-inch Pipe Line

0.434 Miles of 34-inch Pipe Line

Beginning on the County Line (which point is also the State Line between Utah and Wyoming) on the south boundary of Section 20, Township 12 North, Range 107 West, 6th P.M.; thence in a northwesterly direction across Sections 20, 19 and 18, Township 12 North, Range 107 West, 6th P.M., to a point on the west boundary of said Section 18, distant 25.0 feet north of the southwest corner of said Section 18;

Continuing thence in a northwesterly direction across Sections 13, 14, 11, 10, 9 and 4, Township 12 North, Range 108 West, 6th P.M. (crossing the Green River in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 11), to a point on the north boundary of said Section 4, distant 1,650.0 feet west of the northeast corner of said Section 4;

Continuing thence in a northwesterly direction across Sections 33, 28, 21, 16, 17, 8 and 5, Township 13 North, Range 108 West, 6th P.M., to a point on the north boundary of said Section 5, distant 200.0 feet east of the northwest corner of said Section 5;

Continuing thence in a northwesterly direction across Sections 32, 31, 30, 19 and 18, Township 14 North, Range 108 West, 6th P.M., to a point on the west boundary of said Section 18, distant 1,950.0 feet south of the northwest corner of said Section 18;

Continuing thence in a northwesterly direction across Sections 13, 12 and 1, Township 14 North, Range 109 West, 6th P.M., to a point on the north boundary of said Section 1, distant 1,550.0 feet east of the northwest corner of said Section 1;

Continuing thence in a northwesterly direction across Sections 36, 35, 26, 23, 14, 15, 10, 3 and 4, Township 15 North, Range 109 West, 6th P.M., to a point on the north boundary of said Section 4, distant 10.0 feet east of the northwest corner of said Section 4;

Continuing thence in a northwesterly direction across Sections 33, 32, 29, 30 and 19, Township 16 North, Range 109 West, 6th P.M., to a point on the west boundary of said Section 19, distant 1,204.0 feet north of the west quarter corner of said Section 19;

Continuing thence in a northwesterly direction across Sections 24, 13, 14, 11, 10, 3 and 4, Township 16 North, Range 110 West, 6th P.M., to a point on the north boundary of said Section 4, distant 268.0 feet west of the northeast corner of said Section 4;

Continuing thence in a northwesterly direction across Sections 34, 27, 28, 21, 20, 17, 18 and 7, Township 17 North, Range 110 West, 6th P.M., to a point on the west boundary of said Section 7 distant 800.0 feet north of the southwest corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 1 and 2, Township 17 North, Range 111 West, 6th P.M., to a point on the north boundary of said Section 2, distant 461.0 feet west of the north quarter corner of said Section 2;

Continuing thence in a northwesterly direction across Sections 35, 34, 27, 28, 21, 20, 17, 8 and 7, Township 18 North, Range 111 West, 6th P.M. (crossing U.S. Highway 30 South in the North Half (N½) of said Section 21) to a point on the west boundary of said Section 7, distant 125.0 feet south of the northwest corner of said Section 7;

Continuing thence in a northwesterly direction across Sections 12, 1 and 2, Township 18 North, Range 112 West, 6th P.M. (crossing the U.P.R.R. in the Northeast Quarter (NE¼) of said Section 2), to a point on the north boundary of said Section 2, distant 1,150.0 feet east of the northwest corner of said Section 2;

Continuing thence in a northwesterly direction across Section 35 and a portion of Section 34, Township 19 North, Range 112 West, 6th P.M., to a point in the West Half of the Southeast Quarter (W½SE¼) of said Section 34 being the County Line between Sweetwater County and Lincoln County, Wyoming;

together with the following recorded rights and easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
28956	Uinta Development Company	6- 9-55	23	15N	109W	205	367-68
28955	Uinta Development Company	6- 9-55	15	15N	109W	205	369-70
28954	Uinta Development Company	6- 9-55	3	15N	109W	205	371-72
28953	Uinta Development Company	6- 9-55	33	16N	109W	205	373-74
28952	Uinta Development Company	6- 9-55	29	16N	109W	205	375-76
28951	Uinta Development Company	6- 9-55	19	16N	109W	205	377-78
28950	Uinta Development Company	6- 9-55	13	16N	110W	205	379-80
28949	Uinta Development Company	6- 9-55	11	16N	110W	205	381-82
28948	Uinta Development Company	6- 9-55	3	16N	110W	205	383-84
28947	Uinta Development Company	6- 9-55	27	17N	110W	205	387-88
28946	Uinta Development Company	6- 9-55	21	17N	110W	205	389-90
28945	Uinta Development Company	6- 9-55	17	17N	110W	205	391-92
28944	Uinta Development Company	6- 9-55	7	17N	110W	205	393-94
28943	Uinta Development Company	6- 9-55	1	17N	111W	205	395-96
28942	Uinta Development Company	6- 9-55	35	18N	111W	205	397-98
28941	Uinta Development Company	6- 9-55	27	18N	111W	205	399-400
28940	Uinta Development Company	6- 9-55	21	18N	111W	205	401-02
28939	Uinta Development Company	6- 9-55	17	18N	111W	205	403-04
28938	Uinta Development Company	6- 9-55	7	18N	111W	205	405-06
28937	Uinta Development Company	6- 9-55	1	18N	112W	205	407-08
28957	John V. Bluemell, et ux	6-17-55	35	19N	112W	205	286-87
27700	State of Wyoming	8-13-56	34	19N	112W	233	439-40

(2) Main Transmission Pipe Line, commonly called "Ignacio, Colorado to Sumas, Washington Emergency By-Pass Line across Flaming Gorge Reservoir", in Sweetwater County, Wyoming.

0.0284 Miles of 26-inch Pipe Line

Beginning at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 15, Township 12 North, Range 108 West, 6th P.M., Sweetwater County, Wyoming; thence in a southeasterly direction across Section 15 and a portion of Section 14, Township 12 North, Range 108 West, 6th P.M., to the end of the line in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 14, in Sweetwater County, Wyoming.

Section B—Main Transmission Line Branch

(1) 22-inch Main Transmission Pipe Line Branch, commonly called "C.I.G. Line", in Sweetwater County, Wyoming.

0.475 Miles of 22-inch Pipe Line

Beginning at a point in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 10, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming; thence, in a northeasterly direction across a portion of said Section 10, to the end of the line at a point in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of said Section 10, in Sweetwater County, Wyoming.

DIVISION TWO: MISCELLANEOUS LINE AND MISCELLANEOUS FACILITIES

Section A — Miscellaneous Line

(1) 8-inch Water Pipe Line, commonly called "Line to Compressor Station No. 6", in Sweetwater County, Wyoming.

6.201 Miles of 8-inch Pipe Line

Beginning in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 10, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming; thence, in a southeasterly direction across Sections 10, 11, 14 and 13, Township 15 North, Range 109 West, 6th P.M., to a point on the east boundary of said Section 13, distant 1,390.0 feet north of the southeast corner of said Section 13; Continuing thence in a southeasterly direction across Section 18, 19, 20, 29 and a portion of Section 28, Township 15 North, Range 108 West, 6th P.M., to the end of the line at a point of connection in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 28, in Sweetwater County, Wyoming;

together with the following recorded easements:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
35765	Uinta Development Co.	4- 1-59	11	15N	109W	255	217
			13	15N	109W		
35767	Union Pacific Railroad	4- 7-59	19	15N	108W	255	116

Section B — Miscellaneous Facilities

(1) Green River Office and Warehouse

That certain Office and Warehouse located in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 22, Township 18 North, Range 107 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded deed:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
32815	John M. Anderson, et ux	10- 1-58	22	18N	107W	250	323

(2) Evaporation Pond for Compressor Station No. 6

That certain Evaporation Pond located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 10, Township 15 North, Range 109 West, 6th P.M., Sweetwater County, Wyoming.

Section C — Gathering Lines

(1) Texaco-Moxa Unit No. 1 Well Line

That certain Pipeline, commonly called "Texaco-Moxa Unit No. 1", located in the Southeast Quarter (SE¼) of Section 22, Township 19 North, Range 112 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded easement:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Recorded Page
43767	State of Wyoming (E-1176)	2-23-68	22	19N	112W	390	213

DIVISION THREE: MAIN LINE COMPRESSOR STATION

(1) Main Line Compressor Station No. 6

That certain Compressor Station located in the East Half of the Northwest Quarter (E½NW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the Northwest Quarter of the Southeast Quarter (NW¼SE¼) and the Northeast Quarter (NE¼), of Section 10, Township 15 North, Range 109 West, 6th P.M., Lincoln County, Wyoming.

Division Four: Regulating and Measuring Station

(1) Mountain Fuel Supply Company Meter Station

That certain Meter Station located in the Northwest Quarter (NW¼) of Section 21, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming;

together with the following recorded deeds:

Co. Reg. No.	Grantor	Date of Grant	Sec.	Twp.	Rng.	Recorded Book	Page
32501	Uinta Development Co.	6- 2-59	21	18N	111W	256	581
32502	Uinta Development Co.	8- 3-56	21	18N	111W	231	189

Division Five: Fee Properties

(1) R/W 551259 Mountain Fuel Supply Company Meter

Tract I

A portion of the Northwest Quarter (NW¼) of Section 21, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows: Commencing at the Northwest corner of said Section 21; thence, south 223.5 feet along the west line of said Section 21 to the true point of beginning; thence, east 100 feet to a point; thence, south 100 feet to a point; thence, west 100 feet to a point in the said west line of said Section 21; thence, north 100 feet along the said west line of Section 21 to the true point of beginning.

The herein-described tract of land to contain 0.23 acres of land, more or less.

Tract II

A portion of the Northwest Quarter (NW¼) of Section 21, Township 18 North, Range 111 West of the 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows: Beginning at a point on the west line of said Section 21, Township 18 North, Range 111 West, of the 6th P.M., Sweetwater County, Wyoming, said point being the Northwest corner of the herein-described tract of land, from which the Northwest corner of said Section 21 bears North 323.5 feet; thence,

South along the said West line of Section 21, 150 feet to a point; thence, East 50 feet to a point; thence, North 150 feet to a point; thence, West 50 feet to the point of beginning.

The herein-described tract of land to contain 0.17 acres of land, more or less.

(2) R/W 551406 Green River Office and Warehouse

A tract of land situated in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 22, Township 18 North, Range 107 West, 6th P.M., Sweetwater County, Wyoming, more particularly described as follows: Commencing at the northeast corner of block 8 (1" iron rod) of the Electric Addition to the town of Green River, Wyoming, as recorded on page 55 of the Plat Records of Sweetwater County, Wyoming, thence, North 37°04' east 39.80 feet to a 1" iron rod for the true point of beginning; thence, north 81°24' East 121.60 feet to a 1" iron rod for a corner, said corner also being the westerly right of way line of State Highway 530; thence, following the westerly right of way line of State Highway 530 around a curve to the right, whose long chord bears south 4°36' west 339.94 feet, 342.60 feet to a 1" iron rod for a corner. Thence, north 52°56' West 267.50 feet to a 1" iron rod for a corner, said 1" iron rod also being the northeast corner of Lot 12, Block 8, of the aforementioned Electric Addition. Thence, north 37°04' East 199.80 feet to the point of beginning. The herein-described tract of land to contain 1.277 acres of land, more or less.

SCHEDULE I-I

This Schedule I-I is attached to and hereby made a part of the Indenture of Mortgage and Deed of Trust, dated as of January 31, 1974, by and between Northwest Pipeline Corporation and Chemical Bank and Francis J. Farrell, as Trustees (hereinafter in this Schedule I-I referred to as the Indenture).

This Schedule I-I contains a description of franchises, permits, licenses, consents, easements, privileges, rights of way, grants, surface rights and surface leases (hereinafter referred as rights or interests) referred to in GRANTING CLAUSE FIRST of the Indenture. This Schedule I-I consists of exhibits for each State in which such rights or interests are located.

All references in this Schedule I-I to "Serial" numbers, "Easement No.", "License No.", "DWG. No." or permit numbers refer to the records or files of the state, county, governmental agency or railroad, as the case may be, in the appropriate office of the state, county, governmental agency or railroad creating such right or interest and reference is hereby made to the records in such offices for a more particular description of the rights or interests herein referred to and for all other purposes. All references hereinafter made to "R/W No." are for the convenience of Northwest Pipeline Corporation only and are not intended to describe or identify rights or interests for the purpose of subjecting such rights or interests to the lien of the Indenture.

All instruments hereinafter described or referred to in this Schedule I-I are hereby incorporated herein by reference to the same extent and purpose as though they were set out herein in full, and reference is hereby made to said instruments in said offices for a more complete description of the rights or interests herein referred to and for all other purposes.

To facilitate recording, there are omitted from certain counterparts of the Indenture those descriptions of rights or interests in Exhibits to this Schedule I-I to the Indenture which contain descriptions of rights or interests located in States other than the State in which the particular counterpart of the Indenture is to be recorded. Accordingly, attached to this counterpart of the Indenture is the following Exhibit(s) to Schedule I-I and not others:

EXHIBIT G

A counterpart of the Indenture containing all Exhibits to Schedule I-I of the Indenture is on file at the office of the Corporate Trustee and all such Exhibits to Schedule I-I not attached to this counterpart of the Indenture are hereby incorporated in this counterpart of the Indenture by reference as though specifically set forth herein.

[redacted] [redacted] [redacted]

G-1

SCHEDULE I-I

EXHIBIT G — WYOMING

DIVISION ONE: BUREAU OF LAND MANAGEMENT

R/W No.	Project	Serial	Date
	(1) Lincoln County		
551211	Ignacio to Sumas Main Line	W-034642	12-19-57
551258	Compressor Station No. 7	W-036402	9-13-56
551345	San Francisco Chemical Co. Meter Sta. Site	W-054217	1- 7-58
551415	Kemmerer VHF Radio Base Sta. & Access Road	W-053132	9-17-57
571994	16" Big Piney Lateral	W-035095	11-13-56
572094	Big Piney 30" Loop Line	W-062254	5-26-58
572094	Big Piney 30" Loop Line	W-035095	11-13-56
581337	TV Tower Site & Pole Line for Big Piney	W-075497	1-28-59
60299	Gen. Pet. — H + ALC + 32-6	W-0102936	5-10-60
60625	Kemmerer Sales Meter Station Site	W-0262420	6-19-63
60682	General Petroleum 22X-17	W-0125234	10-17-60
60849	General Petroleum 77-6	W-0121833	9-23-60
60898	Trunk A-3	W-0125265	10- 6-60
60984	Lateral A-14 (BPGS)	W-0125341	5- 5-61
60987	Lateral A-17 (BPGS)	W-0125323	3-23-61
60995	Belfer—BNG-37	W-0125331	3-15-61
60996	Belco-42	W-0125335	3-15-61
60997	Belfer BNG-34	W-0125344	2- 1-61
60998	Belfer BNG-39	W-0125327	4-12-61
601007	Belfer E. La Barge 10	W-0125317	3-15-61
601123	CPS No. 535	W-0128108	1-17-61
61589	Green River Bend 19	W-0157204	8-18-61
61590	Green River Bend 23	W-0150250	6-23-61
61648	Belco—Green River Bend No. 17	W-0150259	7-13-61
61802	Belco Green River Bend No. 27	W-0195907	4-30-62
61804	Belco Green River Bend No. 25	W-0157454	9-25-61
611064 X-over	Salathe No. 1 to Suction Line to Field Camp No. 31	W-0170157	11-20-61
611363	Belco—Green River Bend No. 44	W-0175683	2-19-62
62176	Lateral A-1 Loop (BPGS)	W-0225874	12-10-62
62208	Belco BNG-83	W-0195906	8-30-62
62327	Belco—Green River Bend No. 43	W-0200682	8-30-62
62364	Belco Green River Bend No. 47	W-0225859	12-10-62

R/W No.	Project	Serial	Date
	(1) Lincoln County		
62603	Texaco LaBarge No. 2	W-0220530	10-15-62
62832	Lateral A-19 (BPGS)	W-0225845	12-10-62
62856	Access Road to CPS No. 608	W-0231734	12- 6-62
63325	Belco—Green River Bend No. 24	W-0262288	6-24-63
63421	C.P.S. 575	W-0271095	9-20-63
63489	Mobil Oil Hogs Back 51 X 5	W-0275269	9-26-63
64419	Texas LaBarge No. 6	W-0310700	12-11-69
64593	Belco—Green River Bend No. 34-6	W-0311742	10-20-64
64672	2½" Line from 30" drip to knockout drum at Opal Gas Pl.	W-0312500	12- 9-64
65401	C.P.S. No. 726	W-0317531	6-14-65
65665	Belco—South Hogsback No. 1-8	W-0319651	9-22-65
66040	Belco—South Hogsback No. 2-4	W-0325198	5-27-66
66096	Lateral A-20 (BPGS)	W-1624	11- 2-66
66097	Belco—South Hogsback 3-16	W-2264	11-17-66
66098	Belco—South Hogsback 4-9	W-1623	11-17-66
66110	Mobil Oil Corp. South Hogsback 75-17	W-1748	11-17-66
67005	Belco Pet. Corp. South Hogsback 22X-17	W-4356	3-30-67
67018	Mobil—Hogsback 65-5	W-4491	3-13-67
67057	Mobil Oil Corp. South Hogsback 34-8	W-6263	5- 5-67
67159	Texaco—Moxa Unit No. 1	W-9215	11-15-67
68034	Mobil Oil Co. South Hogsback 36-5	W-11724	6-21-68
68079	Belco—G.R.B. No. 24 Crossover	W-13726	8-13-68
68080	Belco—Green River Bend No. 43 Crossover	W-13727	8-13-68
68126 X-over	Belco—Petroleum Corp.— Green River Bend 51-1	W-15889	12-11-68
68165	Mobil Oil Corp. South Hogsback 21-21	W-17278	3-19-69
69067	Line Change Sumas Line	W-21532	12- 9-69
69068	C.P.S. No. 983	W-21501	12- 9-69
69069	C.P.S. No. 982	W-20927	11- 5-69
70019	Access Road to MLV 6-2	W-23038	4-23-70
70033	Mobil Hogsback No. 84-6	W-23402	3-24-71
70060	Belco—South Hogsback No. 5-16	W-23785	3-24-71
70082	La Barge Meter Station Site	W-24641	7-30-70
71239	C.P.S. No. 1043	W-29557	8- 6-71
71249	Mobil Oil Corp.— South Hogsback No. 41-20	W-29555	8- 5-71

R/W No.	Project	Serial	Date
	(2) Sublette County		
Blanket	Big Piney Gathering System	W-036192	10-29-56
Blanket	Big Piney Gathering System	W-045038	7- 3-57
Blanket	Big Piney Gathering System	W-046880	5- 8-57
Blanket	Big Piney Gathering System	W-046881	7- 2-57
Blanket	Big Piney Gathering System	W-062892	6- 9-58
Blanket	Big Piney Gathering System	W-063337	9-30-58
551353	Big Piney O & U Meter Sta.	W-045750	1-11-57
551414	Hogsback Radio Tower Site	W-077647	9-16-55
551607	Field Comp. Sta. 27A	W-081186	5- 1-59
572233	C.P.S. 463	W-072099	10-31-58
572234	C.P.S. 462	W-072100	10-31-58
60297	Crossover H5	W-0102938	5-10-60
60298	Belfer H5 + BNG 26	W-0102937	5-10-60
60300	Texaco H + 1-21	W-0102939	5-10-60
60310	Gen. Pet. CB + 76-28	W-0102941	5-11-60
60311	Belco N16 + B-48	W-0102943	5-11-60
60312	Belco N + B-51	W-0102944	5-11-60
60313	Belco CB-6 + CB-11	W-0103942	5-11-60
60314	Gen. Pet. H + 34-29	W-0102940	5-16-60
60315	Gen. Pet. H2 + 86-12	W-0102945	5-11-60 3-28-61
60342	Lat. N12L.2	W-0105235	5-18-60
60343	Gen. Pet. CB + 32-28	W-0105234	5-18-60
60344	Gen. Pet. H + 33-19	W-0105227	5-18-60
60345	Gen. Pet. H + 87-19	W-0105230	5-18-60
60346	Texas Co. H12 + 2-34	W-0105231	6- 9-60
60347	Belco—North 6.1 + B-47	W-0105236	5-18-60
60348	Belco N6-1 L2	W-0105269	5-18-60
60349	Lat. N-6 & 6-1 Loop	W-0105226	5-18-60
60350	Belco CB + CB-9	W-0105233	5-18-60
60371	Belco N4 + CB-5	W-0105232	5-18-60
60372	Belco N + 5-11	W-0105237	5-11-60
60373	Gen. Pet. H + 24-30	W-0105229	5-18-60
60374	Texaco H10 + 1-27	W-0105228	5-18-60
60375	Lat. H2.6	W-0105238	5-18-60
60388	Trunk N8.3	W-0105271	5-17-60
60389	Belco N8.3 + B-43	W-0105270	5-18-60
60403	Gen. Pet. F + 44-25	W-0111715	8- 3-60
60404	Gen. Pet. F-43 + 32	W-0111746	7- 1-60
60406	Belco N6.1L + E-16	W-0105292	5-17-60

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
60407	Lat. N + B-18	W-0111714	7-30-60
60414	Belco N + B-2	W-0111770	7- 1-60
60415	Belco N61 L + E-22	W-0128101	12-16-60
60416	Gen. Pet. H + 25X-32	W-0111717	7- 1-60
60417	Lat. N61L	W-0111771	7- 1-60
60440	Belco N6.1 + E-3	W-0116616	8- 3-60
60441	Belco N4 + C-2	W-0111751	7- 1-60
60442	Belco N6.1 + E-3	W-0111750	7- 1-60
60443	Belco K 15 + B-5	W-0111749	7- 1-60
60444	Gen. Pet. H + 76 20	W-0111748	7- 1-60
60448	Gen. Pet. T + 67-12	W-0111747	7- 1-60
60449	Belco N12 L. 2 + E-9	W-0111716	7- 1-60
60511	Belco Howell Marshall No. 1	W-0118967	8-29-60
60523	Belco C-31	W-0111853	8-12-60
60528	Gen. Pet. 42 + 33-7	W-0111848	8-29-60
60530	Gen. Pet. T-5 + 77-11	W-0111849	7-14-60
60531	Gen. Pet. T5 + 57-13	W-0111850	7-14-60
60532	La Barge B-7	W-0111854	12-20-60
60533	Lat. T5 Ext.	W-0111779	7-13-60
60546	Belco B 59	W-0111831	7-14-60
60735	Gulf No. 5	W-0118985	9-13-60
60739	Belco C-37	W-0121772	9-22-60
60774	Lat. A-13	W-0125282	11- 8-60
60777	Belco CB-14	W-0121871	10- 7-60
60818	Gen. Pet. 77-31	W-0128026	12- 1-60
60919	Belco B-60	W-0125414	11-15-60
60983	Lat. A-13 Ext.	W-0125320	3-15-61
60986	Lat. A-16	W-0146268	6- 8-61
60988	Lat. A-18	W-0125315	12-29-60
60989	Belco B-62	W-0125347	3-15-61
60992	Belco Connelly IC-32	W-0125337	12-16-60
60994	Belco A1C-33	W-0125325	3-15-61
60995	Belfer BNG-37	W-0125331	3-15-61
601009	Pan Am GR 3	W-0125328	3-23-61
601010	Belco GR 6	W-0125318	3-23-61
601011	Pan Am GR 1	W-0125330	3-23-61
601013	Belfer GR 7	W-0125321	3-15-61
	Carter FIG 4		
601015	Canyon Unit 1	W-0125339	3-15-61
	Carter FIG 4		
601017	Canyon Unit 3	W-0125336	3-15-61

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
	Carter FIG 4		
601018	Canyon Unit 4	W-0125334	3-15-61
601019	Belco McDonald Draw No. 1	W-0125313	1-23-61
601020	Belco CB-15	W-0125316	1-25-61
601037	Belco B-45	W-0128031	12- 1-60
	Access Road to		
601112	EPNG Parking Lot	W-0131607	8-18-61
601174	Belco B-63	W-0131603	1- 9-61
	Belco B-26 from B-11		
601184	B-11	W-0131615	1-24-61
601246	Belco B-48	W-0133897	1-24-61
61020	Belfer BNG 51	W-0133966	2-10-61
61022	Belco S-12	W-0136207	4-12-61
61023	Belco C-44	W-0136206	3- 3-61
61074	Lat. A-7 Ext.	W-0136311	3-24-61
61158	Belco BNG 47	W-0136310	3-15-61
61281	Mobil 43-23	W-0142258	5-11-61
61284	Crossover from Lat. N-10 to Lat. N-2	W-0142192	5- 4-61
61359	Belco GRB 15	W-0146111	5-11-61
61469	Belco GRB 10	W-0146265	6-27-61
61471	Lat. A-13 Ext.	W-0146264	6- 9-61
61525	Gulf No. 3	W-0146237	6-12-61
61526	Belco C-24	W-0146238	6-12-61
61587	Belco GRB 14	W-0150185	8-10-61
61589	Belco GRB 19	W-0157204	8-18-61
61635	Belco GRB 22	W-0153816	7-12-61
61636	Belco C-47	W-0157257	8-18-61
61692	BNG 2 Tank Battery	W-0157190	8- 9-61
61801	Lat. N-17	W-0157220	8-11-61
61803	Belco GRB 26	W-0157453	9-25-61
61806	Belco GRB 21	W-0157455	9- 7-61
61807	Belco C-51	W-0165737	10-30-61
61808	Belco C-50	W-0157222	8-11-61
61809	Belco C-52	W-0157221	8-11-61
61811	Belco C-55	W-0157219	8-11-61
61970	Gulf Field Comp. Line	W-0165695	10-19-61
611028	Belco BNG 70	W-0165785	10-30-61
611029	Belco BNG 66	W-0165786	10-30-61
611041	Lat. A-18	W-0165783	11- 1-61
611042	Gen. Pet. 13-31	W-0165784	10-30-61
611043	Gen. Pet. 86-25	W-0165782	10-30-61

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
611054	Belco GRB 28	W-0165791	11- 9-61
611062	Belco—McDonald Draw No. 7	W-0165804	11- 1-61
611065	Belco B-69	W-0165803	11- 1-61
611067	Lat. N-3 Loop	W-0175628	9- 4-62
611113	Belco—Long Island No. 3	W-0175624	12- 8-62
611114	Belco—Long Island No. 4	W-0175626	12- 8-62
611125	Belco BNG 79	W-0165805	11- 1-61
611161	Belco BNG 82	W-0170115	11-15-61
611238	Belco B-68	W-0170185	11-20-61
611261	Belco BNG 61	W-0170277	12- 5-61
611277	Beico Star Corrall No. 1	W-0175684	2- 8-62
611278	Belco E. La Barge No. 17	W-0175605	12-15-61
611279	Belco E. La Barge No. 15	W-0175625	9- 4-62
611280	Mobil 77-24	W-0170332	12-12-61
611281	Belco E. La Barge No. 16	W-0170333	12-12-61
611282	Belco BNG 81	W-0175606	12-15-61
611329	Pan Am Meter Site Line	W-0175612	12-15-61
611354	Belco CB-6	W-0175664	9- 4-62
611360	Belco Star Corrall No. 2	W-0175651	9- 4-62
611414	Mobil 76-1	W-0179886	2-23-62
611428	Humble FIG 4 Unit 3	W-0179938	9- 4-62
611429	Texas La Barge 3	W-0179937	9- 4-62
62117	Mobil 52-1	W-0195908	4-30-62
62278	Belco GRB 33	W-0200614	8-30-62
62322	Belco C-48	W-0200658	8-30-62
62323	Mobil 52-1G	W-0200681	8-30-62
62336	Access Road to Western O & R Meter Sta.	W-0225861	11-17-67
62388	Belco GRB 35	W-0225862	11-20-62
62432	Belco GRB 36	W-0225863	12-10-62
62832	Lat. A-19	W-0225845	12-10-62
62951	Lat. N-19	W-0231810	12- 6-62
621079	Texaco Gov't Minton	W-0240611	2-11-63
63053	Mobil 66-26	W-0248271	4- 2-63
63196	C.P.S. 617	W-0256577	6- 6-63
63197	C.P.S. 618	W-0256576	6- 6-63
63198	C.P.S. 619	W-0256478	6-18-63
63200	C.P.S. 621	W-0256575	6- 6-63
63324	Mobil Tip Top 47-31	W-0262287	6-24-63
63347	Mobil 82X-20	W-0271197	8-27-63
63348	Mobil 44-29	W-026235	6-24-63

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
63349	Mobil 88X-23	W-0271299	10-22-63
63488	Mobil Hogsback 77-7-1	W-0275299	9-26-63
63644	Mobil Tip Top 31-18	W-0280492	11- 8-63
63779	Belco C-64	W-0285740	12-11-63
63780	Belco BNG 89	W-0285741	12-11-63
63781	Belco C-63	W-0285742	12-11-63
63782	Belco- -McDonald Draw No. 23	W-0285739	12-11-63
63783	Belco—McDonald Draw No. 17	W-0285744	12-11-63
63784	Belco--McDonald Draw T.B. No. 1	W-0285745	12-11-63
63786	Lat. S-3	W-0285743	12-11-63
63788	Belco C-65	W-0285760	12-12-63
63790	Belco C-58	W-0285758	12-12-63
63796	Belco---McDonald Draw 29-31	W-0285761	12-12-63
63818	Belco B-65	W-0285759	12-12-63
63821	Belco GRB 39A-31	W-0289780	2-13-64
63822	Belco C-66 28	W-0289778	1-14-64
63838	Belco GRB 40	W-0289779	2-12-64
64261	Mobil 78-21	W-0309690	6-11-64
64387	Mobil Tip Top 73-30	W-0310829	12-14-64
64388	Belco C-68-34	W-0310830	9- 1-64
64413	Belco GRB 4 Tank Batt.	W-0310747	7-23-64
64414	Belco E. La Barge R-9-29	W-0310701	7-23-64
64452	Mobil Tip Top 61-6	W-0310194	7- 2-64
64493	Belco E. La Barge 19-9	W-0310262	7-23-64
64508	Belco La Barge 20-8	W-0310831	9- 1-64
64525	Mobil Tip Top 53-19	W-0311141	9- 1-64
64569	Belco C-41	W-0311203	8-28-64
64598	Belco GRB 34-6	W-0311742	10-10-64
64599	Belco N. La Barge 21-4	W-0311308	9-18-64
64721	Belco Dry Piney 1-27	W-0312961	12- 7-64
64748	Crossover from Belco 15 to Belco BNG 24	W-0312352	10- 8-64
64785	Belco B-80-3	W-0312974	12- 7-64
64884	Belco—McDonald Draw Tank Batt No. 2	W-0313208	12-28-64
64909	Crossover Lateral N-3 to Lat N-3 Loop	W-0313637	12-28-64
64910	Belco B-36	W-0313638	2-24-65
65381	Crossover Belco C-48 to Belco CB-9	W-0317373	6-16-65
65450	Belco McDonald Draw 71-6	W-0317575	7- 2-65
65589	Belco GRB 49-19	W-0319028	9-30-65
65666	Belco S 14-21	W-0319652	9-22-65

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
65951	Belco BNG 38-9	W-0321482	12-27-65
66003	Gulf Tresner State No. 1	W-0322612	3- 3-66
66012	Mobil Tip Top 55-20	W-0323984	4-21-66
66022	Belco No. La Barge 22-17	W-0325197	5-27-66
66028	C.P.S. 778	W-0324773	6-14-66
66029	C.P.S. 779	W-0324772	5-11-66
66099	Mobil Tip Top 44-21	W-1622	10-18-66
66111	Mobil Hogsback 47.19G	W-2209	11- 7-66
66151	Belco Star Corral 6-21	W-3427	1-25-67
66152	Belco Star Corral 8-16	W-3428	1-25-67
67000	Belco Star Corral No. 1	W-3834	2- 2-67
67039	Pan Am. Mickelson Creek Meter Site	W-5616	5-16-67
67111	Belco Sunset International 87-18	W-8745	12-15-67
67151	Belco E. La Barge 20-21	W-8906	11-28-67
67161	Belco CB 18-34	W-9218	12-15-67
67168	Comp. Sta 23 Drip Site	W-9710	12-15-67
68003	Trunk A Line Change	W-11166	6-21-68
68012	Belco N. La Barge 23-16	W-11234	6-21-68
68053	C.P.S. 893	W-14310	8-13-68
68075	Western O & R Crossover	W-13722	8-13-68
68076	Mobil Tip Top 44-29 Crossover	W-13723	8-13-68
68077	Texas La Barge No. 1 Crossover	W-13724	8-13-68
68078	Texas La Barge No. 3 Crososver	W-13725	8-13-68
68080	Belco GRB 43 Crossover	W-13727	8-13-68
68081	Texas La Barge 2-34 Crossover	W-13728	8-13-68
68108	Crossover from Trunk T to Drip Site	W-14972	12-11-68
68127	Belco GRB 50-30	W-15890	3- 6-69
68143	Mobil Tip Top 81-6	W-16787	3-12-69
68146	Mobil Hogsback 36-31	W-16788	3-12-69
68147	Mobil Tip Top 13-18	W-16789	3-12-69
68148	Mobil Tip Top 37-29	W-16790	3-12-69
68149	Mobil Tip Top 84-30	W-16791	3-12-69
68151	Mobil S. Hogsback 62-7	W-16792	3-12-69
68152	Mobil Hogsback 74-31	W-16793	3-12-69
68153	Mobil Tip Top 37-30	W-16951	3-12-69
68154	Mobil Hogsback 47-30	W-16950	3-12-69
69006	Mobil Hogsback 18-30	W-17349	3- 6-69
69012	C.P.S. 984	W-19615	8-15-69
69013	C.P.S. 985	W-19651	8-15-69
69014	C.P.S. 986	W-19986	8-15-69
70036	Big Piney Meter Station Site	W-23481	7-29-70

R/W No.	Project	Serial	Date
	(2) Sublette County (continued)		
70037	Mobil Hogsback 63-30	W-23403	8-13-70
70067	Belco GRB 52-35	W-23786	3-29-71
70016	Mobil Tip Top 16-32	W-25893	3-24-71
70117	Mobil Tip Top 16-19	W-25892	3-24-71
70141	Mobil Hogsback 73-19	W-27967	4-19-71
70145	Mobil Hogsback 37-18	W-27919	4- 6-71
70161	Belco Deer HILL 4-10	W-27918	4- 6-71
70203	Central Dehydration Site on Trunk N	W-28024	4-30-71
70204	Group IV Dehydration Site on Lat. N-4	W-28025	4-30-71
70205	Group V Dehydration Site on Lat. N-6	W-28023	4-30-71
71132	Mobil Tip Top 23-31	W-28565	6-18-71
71133	Mobil Hogsback 37-20	W-28917	6-18-71
71181	Mobil Tip Top 63-12	W-28916	6-18-71
71228	Mobil Hogsback 27-17	W-28986	6-18-71
71253	Mobil Hogsback 72-7	W-29556	8- 6-71
71289	Mobil Hogsback 11-31G	W-31029	10- 7-71
71290	Mobil Hogsback 28-32	W-31030	10- 7-71
71294	Mobil Hogsback 72-24	W-31257	11- 5-71
	(3) Sweetwater County		
551211	Ignacio—Sumas	W-034642	12-19-57
551257	Compressor Station No. 6	W-036156	1-27-56
551655	8" Water Line to Comp. Sta. No. 6	W-078260	4-22-59
60914	Ignacio—Sumas Line Change	W-0170158	12-13-61
601113	C.P.S. No. 533	W-0131539	1-17-61
61969	C.P.S. No. 583	W-0161200	11-1-61
62569	Emergency By-Pass Line	W-0206057	8-28-62
62845	C.P.S. No. 607	W-0220529	12-10-62
62846	C.P.S. No. 610	W-0231878	12-17-62
62882	C.P.S. No. 606	W-0225875	12- 6-62
65664	Access Road to Flaming Gorge Bridge	W-10170158	3-22-66
660301	C.P.S. No. 769	W-0325196	6- 6-66
66052	C.P.S. No. 798	W-0325913	7-14-66
66064	C.P.S. No. 796	W-375	7-11-66
67159	Texaco—Moxa No. 1	W-9215	11-15-67
68062	Drip Site	W-12625	5-29-68
69120	Evaporation Pond at Camp Sta. No. 6	W-16950	4- 8-70

R/W No.	Name	Easement No.	Approval Date
	Lincoln County		
551211	Various	E-612	8-13-55
601325	Pan Am.—G.R.B. No. 2	E-768	4- 3-61
601326	Pan Am.—G.R.B. No. 4	E-769	4- 3-61
60987	Lateral A-17	E-771	4- 3-61
61588	Belco—G.R.B. No. 18	E-5733	8-20-62
611353	Belco—G.R.B. No. 2	E-835	6-26-62
611362	Belco—G.R.B. No. 42	E-5795	2- 2-62
62001	Belco—G.R.B. No. 45	E-5808	11-16-62
63430	C.P.S. No. 637	E-967	3-20-64
67159	Texaco—Moxa Unit No. 1	E-6375	2-23-68
68005	Pig Launcher Site on Trunk A	E-1336	6-25-70
68011	Big Piney Line	E-1199	7- 3-68
68011	Big Piney Loop	E-1200	7- 3-68
69067	Ignacio—Sumas Line Change	E-6624	None
	Sublette County		
551211	Various	E-612	8-13-55
572063	Big Piney Line	E-648	5-10-57
572077	Lateral K-15	E-673 and 674	12-31-57
572094	Big Piney Loop	E-712 and 713	9-15-59
60375	Lateral A-12	E-730	3- 3-60
60777	Belco CB-14	E-765	4- 3-61
60985	Lateral A-15	E-767	4- 3-61
60774	Lateral A-13	E-770	4- 3-61
601008	Belco—G.R.E. No. 8	E-779	5- 3-61
571994	Big Piney Line	E-710	9-15-59
61010	Belfer—BNG 50	E-766	4- 3-61
61471	Lateral A-13 Extension	E-787	7-19-61
62016	Gulf-State No. 1 Meter	E-836	6-26-62
62017	Access Road to Gulf State No. 1 Meter	E-5818	3-20-64
62176	Lateral A-1 Loop	E-5819	3-20-64
62806	Belco—G.R.B. No. 38	E-5865	5-22-63
62876	C.P.S. No. 599	E-5868	3-13-63
62336	Access road to Western Oil Purchase Meters	E-5871	3-13-63
62833	Mobil 76-36	E-5859	3-13-63
62832	Lateral A-19	E-5860	3-13-63
62951	Lateral N-19	E-5875	3-13-63

R/W No.	Name	Easement No.	Approval Date
	Sublette County (continued)		
62955	Belco C-60	E-5874	3-13-63
62956	Belco C-59	E-5873	3-13-63
63384	Lateral N-19 Extension	E-1039	4- 9-65
63385	Belco C-61	E-976	3-20-64
63386	Belco C-62	E-1040	4- 9-65
63347	Mobil 82X-20	E-5967	3-20-64
63785	Lateral N-20	E-981	3-20-64
64910	Belco B-36	E-6122	4- 9-65
67000	Belco—Star Corral No. 1	E-1152	11- 6-67
67173	Tenneco—Bird State No. 1	E-6392	10- 3-68
67187	Tenneco—Bird State No. 2	E-6400	8- 8-69
68012	Belco N La Barge No. 23-16	E-1201	7- 3-68
68146	Mobil—Hogsback 36-31	E-1282	9- 4-69
70140	Mobil—No. 26-16 Meter	E-1415	7- 9-71
71182	Mobil—Hogsback 77-36	E-1453	2-11-72
	Sweetwater County		
551211	Ignacio—Sumas Line	E-612	8-13-55
67159	Ignacio—Sumas Line Change	E-6375	2-23-68

Division Three: Highway Crossing Permits

R/W No.	Highway Name	Permit No.	Date
	Lincoln County		
551211	U.S. 30-N	F-A-124	7- 6-55
551211	U.S. 30-N	FAP-193	7- 8-55
551211	U.S. 189	FAP-217	7- 6-55
58491	U.S. 30	FA-2	8-28-58
572094	U.S. 189	FAP-158-A	2-13-58
571994	U.S. 189	FAP-158-A	7-18-55
572094	St. 119	FAS-3	2-13-58
571994	St. 119	FAS-3	8-22-55
572094	U.S. 30-N	FAP-188C	2-13-58
571994	U.S. 30-N	FAP-188C	7-18-55
60984	St. 119	—	11-17-60
601001	St. 119	—	11-17-60
601003	U.S. 189	—	11-17-60
62433	St. 119	FAS-3	8- 9-62
61804	St. 119	FAS-3	8-11-61
64419	St. 1203	—	1-25-65

R/W No.	Highway Name	Permit No.	Date
	Sublette County		
572077	U.S. 189	FAP-26	None
60985	U.S. 189	—	11-17-60
60988	U.S. 189	—	11-17-60
	Sweetwater County		
551211	U.S. 30-6	F1219	7- 6-55
551655	St. 530	S-264	1-14-59
551406	St. 530	S-264	3-24-59

Division Four: County Franchises

County	Date of Franchise
Lincoln	6- 8-55
Sublette	7-26-55
Sweetwater	6-13-55

Division Five: Railroad Licenses

R/W No.	Name	License No.	Date	County
	(1) Union Pacific Railroad			
551655	Water Line Sta. 6	44359	3-17-59	Sweetwater
551211	Ignacio—Sumas Line	41591	8-16-55	Sweetwater
551211	Ignacio—Sumas Line	41591-B	9-19-60	Sweetwater
572094	Big Piney Loop	41591-11	4-9-58	Lincoln
551211	Ignacio—Sumas Line	41591-4	3-16-57	Lincoln
551211	Ignacio—Sumas Line	41591-4C	9-19-60	Lincoln
551211	Ignacio—Sumas Line	41591-1	7-25-55	Lincoln
551211	Ignacio—Sumas Line	49591-1A	3-16-57	Lincoln
551211	Ignacio—Sumas Line	49591-1D	9-19-60	Lincoln

SCHEDULE III

GAS PURCHASE CONTRACTS

This Schedule III is attached to and made a part of the Indenture of Mortgage and Deed of Trust, dated as of January 31, 1974 (hereinafter in this Schedule III called the Indenture), by and between Northwest Pipeline Corporation, a Delaware corporation (hereinafter in this Schedule III called the Company), and Chemical Bank and Francis J. Farrell, as Trustees.

This Schedule III contains a description of all contracts for the purchase of gas by the Company as in force on the effective date of the Indenture (as defined in Section 1.13 of the Indenture), all right, title and interest of the Company under, in and to which is required to be described herein and to be subjected to the lien of the Indenture by GRANTING CLAUSE THIRD of the Indenture.

1. Gas Sales Contract, entered into July 24, 1953, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Arthur B. Belfer (to whom Belco Petroleum Corporation is successor in interest), seller, as amended and supplemented to date.

2. Gas Sales Contract, entered into August 26, 1955, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Arthur B. Belfer, Rachel Belfer, Selma Ruben, Lawrence Ruben, Jack Saltz, Anita Saltz, and A. B. Belfer as Trustee for Robert Belfer, all general partners of Belfer Natural Gas Company (to which Belco Petroleum Corporation is successor in interest), sellers, as amended and supplemented to date.

3. Gas Sales Contract, entered into June 8, 1956, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Belco Petroleum Corporation and David C. Bintliff (to whom Belco Petroleum Corporation is successor in interest), sellers, as amended and supplemented to date.

4. Gas Purchase Contract, entered into as of December 10, 1959, between Pacific Northwest Pipeline Corporation (to which the Company

is successor in interest), purchaser, and Belco Petroleum Corporation, sellers, as amended and supplemented to date.

5. Gas Purchase Agreement, entered into January 15, 1967, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Mobil Oil Corporation, seller, as amended and supplemented to date.

6. Gas Sales Contract, entered into July 15, 1953, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and General Petroleum Corporation (to which Mobil Oil Corporation is successor by merger), seller, covering land in Rio Blanco County, Colorado, as amended and supplemented to date.

7. Gas Sales Contract, entered into July 15, 1953, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and General Petroleum Corporation (to which Mobil Oil Corporation is successor by merger), seller, covering land located in Sublette County, Wyoming, as amended and supplemented to date.

8. Gas Purchase Contract, entered into as of June 15, 1956, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Magnolia Petroleum Company (to which Mobil Oil Corporation is successor by merger), seller, as amended and supplemented to date.

9. Agreement for the purchase of gas, entered into May 15, 1956, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and General Petroleum Corporation (to which Mobil Oil Corporation is successor by merger), seller, as amended and supplemented to date.

10. Gas Purchase Agreement, entered into as of January 27, 1960, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Standard Oil Company of California (to which Chevron Oil Company, Western Division, is successor by merger), seller, as amended and supplemented to date.

11. Agreement for the purchase of gas, entered into June 23, 1956, between Pacific Northwest Pipeline Corporation (to which the Company

is successor in interest), purchaser, and Phillips Petroleum Company, seller, as amended and supplemented to date.

12. Gas Purchase Contract, entered into as of June 15, 1956, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Northwest Production Corporation, seller, as amended and supplemented to date.

13. Agreement for the purchase of gas, entered into as of October 10, 1969, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Westcoast Transmission Company Limited, seller, as amended and supplemented to date.

14. Agreement for the purchase of gas, entered into September 23, 1960, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Westcoast Transmission Company Limited, seller, as amended and supplemented to date.

15. Gas Purchase Contract, entered into as of January 23, 1957, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Stanolind Oil and Gas Company (to which Amoco Production Company is successor by change of corporate name), seller, as amended and supplemented to date.

16. Gas Purchase Agreement, entered into as of May 25, 1964, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Austral Oil Company Incorporated, seller, as amended and supplemented to date.

17. Gas Purchase Contract, entered into as of December 1, 1959, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and Grand Valley Transmission Company, seller, as amended and supplemented to date.

18. Gas Sales Agreement, entered into as of July 27, 1959, between Pacific Northwest Pipeline Corporation (to which the Company is successor in interest), purchaser, and TEXACO Inc., seller, as amended and supplemented to date.

19. Gas Purchase Agreement entered into as of March 19, 1965, between El Paso Natural Gas Company (to which the Company is suc-

cessor in interest), purchaser, and Continental Oil Company, seller, as amended and supplemented to date as to terms and conditions, however, exclusive of all amendments and supplements which add properties except as follows:

a. Letter agreement dated March 31, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

b. Supplemental Gas Purchase Agreement entered into as of May 14, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

c. Supplemental Gas Purchase Agreement entered into as of August 23, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

d. Letter agreement dated December 20, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

e. Supplemental Gas Purchase Agreement entered into as of January 26, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

f. Supplemental Gas Purchase Agreement entered into as of April 29, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

g. Supplemental Gas Purchase Agreement entered into as of November 7, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

h. Supplemental Gas Purchase Agreement entered into as of February 17, 1967, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Continental Oil Company, seller.

20. Gas Purchase Agreement entered into as of April 5, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller, as amended and supplemented to date as to terms and conditions, however, exclusive of all amendments and supplements which add properties except as follows:

a. Supplemental Gas Purchase Agreement entered into as of April 26, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller, limited, however, to gas produced from the Dakota formation.

b. Letter agreement dated October 5, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

c. Supplemental Gas Purchase Agreement entered into as of January 11, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

d. Supplemental Gas Purchase Agreement entered into as of January 19, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

e. Supplemental Gas Purchase Agreement entered into as of January 24, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller, limited, however, to gas produced from the Dakota formation.

f. Supplemental Gas Purchase Agreement entered into as of March 21, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

g. Supplemental Gas Purchase Agreement entered into as of April 26, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

h. Supplemental Gas Purchase Agreement entered into as of October 10, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

i. Supplemental Gas Purchase Agreement entered into as of January 10, 1967, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

j. Supplemental Gas Purchase Agreement entered into as of February 15, 1967, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Tenneco Oil Company, seller.

21. Gas Purchase Agreement entered into as of April 20, 1965, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and Sunray DX Oil Company (to which Sun Oil Company is successor by merger), seller, as amended and supplemented to date as to terms and conditions, however, exclusive of all amendments and supplements which add properties.

22. Gas Purchase Agreement entered into as of February 23, 1966, between El Paso Natural Gas Company (to which the Company is successor in interest), purchaser, and The Atlantic Refining Company (to which Atlantic Richfield Company is successor by merger), seller, as amended and supplemented to date as to terms and conditions, however, exclusive of all amendments and supplements which add properties.

SCHEDULE IV

Gas Sales Contracts

This Schedule IV is attached to and made a part of the Indenture of Mortgage and Deed of Trust, dated as of January 31, 1974 (hereinafter in this Schedule IV called the Indenture), by and between Northwest Pipeline Corporation, a Delaware corporation (hereinafter in this Schedule IV called the Company), and Chemical Bank and Francis J. Farrell, as Trustees.

This Schedule IV contains a description of all contracts for the sale of gas by the Company as in force on the effective date of the Indenture (as defined in Section 1.13 of the Indenture), all right, title and interest of the Company under, in and to which is required to be described herein and to be subjected to the lien of the Indenture by GRANTING CLAUSE FOURTH of the Indenture.

1. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Colorado Interstate Gas Company, a Division of Colorado Interstate Corporation, relating to the supply of gas to said Colorado Interstate Gas Company, a Division of Colorado Interstate Corporation, at a point near Green River, Wyoming, which was to have been superseded by a Service Agreement, dated October 25, 1973, between said parties, but which has not been made effective by the Federal Power Commission.

2. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Intermountain Gas Company, relating to the supply of gas to said Intermountain Gas Company for service in and about various communities in the State of Idaho.

3. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Mountain Fuel Supply Company, relating to the supply of gas to said Mountain Fuel Supply Company at a point near Green River, Wyoming, which was to have been superseded by a Service Agreement, dated October 25, 1973, between said parties, but which has not been made effective by the Federal Power Commission.

4. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Northwest Natural Gas Company, relating to the supply of gas to said Northwest Natural Gas Company for service in and about various communities in the States of Oregon and Washington.

5. Direct Industrial Gas Sales Contract, dated as of July 15, 1971, between El Paso Natural Gas Company (to which the Company is successor in interest) and Phillips Pacific Chemical Company, relating to the supply of gas for use in the plant of said Phillips Pacific Chemical Company in the Pasco-Kennewick area of the State of Washington.

6. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Southwest Gas Corporation, relating to the supply of gas to said Southwest Gas Corporation for service in northern Nevada and certain areas in California.

7. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Washington Natural Gas Company, relating to the supply of gas to said Washington Natural Gas Company for service in and about various communities in the State of Washington.

8. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and The Washington Water Power Company, relating to the supply of gas to said The Washington Water Power Company for service in and about various communities in the States of Washington and Idaho.

9. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and California-Pacific Utilities Company, relating to the supply of gas to said California-Pacific Utilities Company for service in and about various communities in the State of Oregon.

10. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Cascade Natural Gas Corporation, relating to the supply of gas to said

Cascade Natural Gas Corporation for service in and about various communities in the States of Washington and Oregon.

11. Service Agreement, dated August 31, 1973, between El Paso Natural Gas Company (to which the Company is successor in interest) and Washington Natural Gas Company, relating to the supply of storage gas to said Washington Natural Gas Company for service in and about various communities in the State of Washington.

12. Service Agreement, dated August 31, 1973, between El Paso Natural Gas Company (to which the Company is successor in interest) and Cascade Natural Gas Corporation, relating to the supply of storage gas to said Cascade Natural Gas Corporation for service in and about various communities in the States of Washington and Oregon.

13. Service Agreement, dated September 22, 1971, between El Paso Natural Gas Company (to which the Company is successor in interest) and Southwest Gas Corporation, relating to the supply of gas to said Southwest Gas Corporation for service to industrial consumers at various locations in the State of Nevada.

14. Service Agreement, dated August 1, 1972, between El Paso Natural Gas Company (to which the Company is successor in interest) and Utah Gas Service Company, relating to the supply of gas to said Utah Gas Service Company for service in and about various communities in the State of Utah.

SCHEDULE V

GAS EXCHANGE AND/OR TRANSPORTATION CONTRACTS AND OPERATING AGREEMENTS

This Schedule V is attached to and made a part of the Indenture of Mortgage and Deed of Trust, dated as of January 31, 1974 (hereinafter in this Schedule V called the Indenture), by and between Northwest Pipeline Corporation, a Delaware corporation (hereinafter in this Schedule V called the Company), and Chemical Bank and Francis J. Farrell, as Trustees.

This Schedule V contains a description of all Gas Exchange and/or Transportation Contracts and Operating Agreements as in force on the effective date of the Indenture (as defined in Section 1.13 of the Indenture) and every other contract or agreement of a similar nature required to be described herein and to be subjected to the lien of the Indenture by GRANTING CLAUSE FIFTH of the Indenture.

1. Agreement entered into as of August [illegible], 1955, as amended, between Belco Petroleum Corporation and David C. Bintliff as Producer and Pacific Northwest Pipeline Corporation (to which the Company is successor in interest) providing for the construction and operation of a certain compressor station and appurtenant facilities in Sublette County, Wyoming.

2. Gas Exchange Agreement entered into as of October 4, 1966, as amended, between Cascade Natural Gas Corporation and El Paso Natural Gas Company (to which the Company is successor in interest) providing for the transportation and exchange of certain volumes of natural gas in Rio Blanco County, Colorado.

3. Gas Exchange Agreement entered into on July 1, 1958, as amended, between Mountain Fuel Supply Company and the Pacific Northwest Pipeline Corporation (to which the Company is successor in interest) providing for the transportation and exchange of certain volumes of natural gas in the State of Wyoming.

4. Big Piney-La Barge Area Gathering Agreement entered into on December 6, 1958, as amended, between Mountain Fuel Supply Company and Pacific Northwest Pipeline Corporation (to which the Company is

successor in interest) providing for the gathering of certain volumes of natural gas in the Big Piney-La Barge natural gas producing area in the State of Wyoming.

5. Service Agreement entered into on August 21, 1961, as amended, between Pacific Gas Transmission Company as Seller and El Paso Natural Gas Company (to which the Company is successor in interest) as Buyer providing for the transportation of certain volumes of natural gas by Seller for Buyer from the Canadian-United States boundary near Kingsgate, British Columbia to certain points within the States of Idaho, Oregon and Washington.

6. Gas Exchange Agreement entered into on September 19, 1973, between Utah Gas Service Company and El Paso Natural Gas Company (to which the Company is successor in interest) providing for the exchange of certain volumes of natural gas between the two parties at delivery points in the State of Utah.

7. Gas Storage Project Agreement entered into as of June 25, 1970, as amended, between The Washington Water Power Company, Washington Natural Gas Company and El Paso Natural Gas Company (to which the Company is successor in interest) providing for the operation and development of a Storage Project in the vicinity of Jackson Prairie, Lewis County, Washington.

8. San Juan Gathering Agreement dated as of January 31, 1974, by and between El Paso Natural Gas Company and the Company, providing for gathering certain volumes of natural gas in the San Juan Basin natural gas producing area of New Mexico and Colorado.

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That FORREST G. CRAMER and LOLLA JEAN CRAMER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-THREE ------ Dollars, ~~xx~~ ($22,173.00) with interest from 4/30/73 at the rate of TEN (10) per cent per annum, ~~payable~~ evidenced by one promissory note, of even date herewith, payable in 13 equal, annual successive payments of $3,460.00, the first of which is due and payable on August 1, 1975, do hereby mortgage to

MILDRED H. WOOLLEY

mortgagee, of Weber County, State of Utah the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

The East one-half (1/2) of Lot 16, and all of Lot 17, Block 15, Hennick Addition to the Town of Pinedale, Wyoming, as the same appears on the plat thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto, BUT SUBJECT, HOWEVER, TO the certain mortgage made and executed by Frank A. Woolley and Mildred H. Woolley, husband and wife, mortgagors, to The First National Bank of Pinedale, Wyoming, appearing at page 65 of Book 22 of the Mortgage Records of the office of the Sublette County Clerk of Sublette County, Wyoming.

140579

RECORDED February 14 1974 9:00 A M
IN BOOK 25 Mtg PAGE 578
FEES $3.00 Quenten R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than ---------- none ---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee her legal representatives or assigns may proceed, pursuant to law, to foreclose and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum ~~Thirty~~ as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 16th day of January A. D. 19 74

In the presence of

FORREST G. CRAMER

LOLLA JEAN CRAMER

578

Rlsd BK 25 Pg 47

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by FORREST G. CRAMER and LOLLA JEAN CRAMER, husband and wife,

this 16th day of January, 1974

Witness my hand and official seal.

Faye Hammons
Signature

Notary Public
Title of Officer

My Commission Expires: _____

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1975

MORTGAGE DEED

FROM

TO

STATE OF WYOMING } ss.
County of _____ }

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____ A. D. 19___ and duly recorded in Book _____ on Page _____

_____ County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

Fees, $_____

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leon C. Covell and Janice K. Covell, husband and wife,

residing at Box 23; Big Piney, Wyoming Sublette
Rural Route — Street City County

State of Wyoming, herein called the "Mortgagor," to secure the payment of $_____, evidenced by a Promissory Note of even date herewith, does hereby mortgage, grant, bargain, sell, set over and convey to Associates Financial Services Company of Wyoming, Inc., 501 South Main Rock Springs, Wyoming herein called the "Mortgagee," the following-described real estate situated in the County of Sublette, State of Wyoming, to-wit:
Address

Lot No. 4 (four) of Tract No. 44 of Covell Subdivision, Sublette County, Wyoming

140580

RECORDED February 14 1974 9:00 A M
IN BOOK 25 Deeds PAGE 580
FEES $2.00 Cleo M. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Title to said property is clear, free and unencumbered except (state exceptions, if any) _____

TO HAVE AND TO HOLD, the above-described real estate to the said Mortgagee, for its sole use forever:

PROVIDED, HOWEVER, that if Mortgagor shall fully perform all of the terms and conditions of this Mortgage, and shall pay in full, in accordance with its terms, the Note which this Mortgage secures, then this Mortgage shall be null, void and of no further force and effect.

The Mortgagor does hereby covenant with the Mortgagee, that he is lawfully seized of the above-described real estate in fee simple and that he has good right and lawful authority to sell and convey the same to the Mortgagee; that said Mortgagor will warrant and defend said property against all lawful claims and demands of any person or persons whatsoever.

The Mortgagor does hereby further covenant and agree to keep the above-described property and improvements and buildings thereon in good repair, and insured against loss or damage by fire, and such other hazards as may reasonably be required by the Mortgagee, in such amounts as Mortgagee may reasonably require, for the benefit of the Mortgagee, with such insurers as shall be approved by the Mortgagee, and shall pay all costs and assessments therefor; shall pay all taxes, and any other assessments which are chargeable against, or may become a lien against the said mortgaged premises; shall not permit any lien or encumbrance to accrue which may become superior to this Mortgage; and, in case of the Mortgagee's failure to keep said property so insured, or to pay such taxes and assessments when due, or to discharge any lien or encumbrance, the holder of this Mortgage shall have the right, but shall not be required, to cause such property to be insured in the Mortgagor's name for the benefit of said Mortgagee, to pay such taxes and assessments when due, and to satisfy such lien or encumbrance and any advance so made together with interest thereon at the highest contract rate shall be added to the sum secured by this Mortgage.

No delay or omission to exercise any right, power, or remedy accruing to Mortgagee, upon any breach or default by Mortgagor under this Mortgage shall impair any such right, power or remedy of Mortgagee, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Mortgage must be in writing. All remedies, either under this Mortgage or by law afforded, shall be cumulative and not alternative.

All of the terms and conditions of this Mortgage shall apply to and be binding upon said Mortgagor, his heirs, personal representatives, successors and assigns. Words in the singular sense shall be given the plural sense if this Mortgage is executed by more than one Mortgagor.

Any provision of this Mortgage prohibited by the law of any state shall as to said state be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Mortgage.

Mortgagor does hereby further covenant and agree not to take any action, or refrain from taking any action, which would constitute an act of default under any other mortgage on said property.

Time is of the essence hereof, and should Mortgagor at any time fail to make payments on the said Promissory Note for which this Mortgage is given security or fail to perform all and singular the covenants and agreements herein contained, or if Mortgagor ceases doing business as a going concern, or if a petition is filed by or against Mortgagor, under the Bankruptcy Act, or any amendment thereto, or if Mortgagor shall make an assignment for the benefit of creditors or take advantage of any law for the relief of debtors, or if a receiver or any officer of a court be appointed to have control of the property or assets of the Mortgagor, then all indebtedness secured by this Mortgage shall at Mortgagee's option, without notice, become due and owing, and the Mortgagee may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney's fees.

Mortgagor hereby releases and waives all rights thereunder by virtue of the Homestead Exemption Laws of the State of Wyoming.

Dated this 21 day of January, 19 74

LEWIS A. BOSS, III - Notary Public
County of Sweetwater State of Wyoming
My Commission expires June 20, 1977

X _____ (SEAL)

O _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF WYOMING)
) SS.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me

by Leon C & Janice K Covell

this 21 day of January, 19 74

Witness my hand and official seal.

My Commission Expires: 6-20-77

Lewis A. Boss III
Notary Public

511777 Rev. 7-73

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Willis M. Kysar and Dorothy M. Kysar, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of

Seventeen thousand Dollars, due in 120 monthly installments of $225.00, principal and interest, final payment due 12/20/83 with interest from date at the rate of ten per cent per annum, payable annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land in the SW¼ NE¼ of Section 31; T. 30 N., R 111 W., 6th P.M., Sublette County, Wyoming, more particularly described as follows: Beginning on the northeast corner of Lot 10, in Block 17 of the C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming, which addition is located in the NW¼ SE¼ and NE¼ SW¼ of Section 31, T. 30 N., R 111 W., of the 6th P.M. in Sublette County, Wyoming;

Thence North 3°18' East a distance of 40 feet; then South 86°54' east, a distance of 126 feet to the point of beginning of the tract of land herein conveyed;

Thence North 4°10' east, a distance of 100 feet; thence south 86°54' east, a distance of 100 feet;

Thence South 4°10' west, a distance of 50 feet; thence south 86°54' east, a distance of 100 feet;

Thence South 4°10' west, a distance of 50 feet; thence north 86°54' west, a distance of 200 feet to the point of beginning, together with all improvements thereon, except the 40' by 120' metal and wood building used previously as a mud shed, which is retained by Ray Wardell and will be removed from the premises before December 31, 1974, and easements, appurtenances and incidents belonging and appertaining thereto, or used in connection therewith, and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and the right to the use of all water, ditches and reservoirs used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, conditions and rights of way of record.

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Seventeen thousand Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor s shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 22nd day of January A. D. 19 74.

In the presence of

X Willis M. Kysar

X Dorothy M. Kysar

Abst 1210 p 124

552

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 22nd day of January, 19 74

Witness my hand and official seal.

Notary

Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

Willis M Kysar, et ux

TO

State Bank of Big Piney

THE STATE OF WYOMING
County of Sublette } ss.

This instrument was filed for record at 9:00 o'clock A. M., on the 15th day of February A. D. 19 74 and duly recorded in Book 25 of Mtgs on Page 582

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. 140999 Fee: $ 5.00

L-775,285 00 02-CAS

ASSUMPTION AGREEMENT

THIS INDENTURE, made and executed at Big Piney, Sublette County, Wyoming, this 11th day of February, 1974.

WITNESSETH:

THAT WHEREAS, State Bank of Big Piney, Wyoming, in participation with the Small Business Administration, an Agency of the United States Government, on or about December 3, 1969, made a loan in the amount of $80,000.00 to Ronald J. Firth and Elnora L. Firth a/k/a Elnora Lee Firth, said loan being Small Business Docket File Number L-775,285 00 02-CAS; and

WHEREAS, Ronald J. Firth and Elnora L. Firth a/k/a Elnora Lee Firth, did agree to sell, assign, set over and transfer all of the property being real and personal property of that certain business known as Country Chalet Inn in Big Piney, Wyoming, to Harry E. Cameron and Lillian I. Cameron, husband and wife, and did so convey said property; and

WHEREAS, Harry E. Cameron and Lillian I. Cameron, husband and wife, did agree to assume the outstanding mortgage indebtedness due and owing the State Bank of Big Piney, Wyoming, in the original principal amount of $80,000.00; and

WHEREAS, Bank and Small Business Administration have indicated their concurrence in the said transaction and assumption, and Borrowers have indicated their understanding and agreement that they remain personally liable and Purchasers have indicated their understanding of and agreement to the existence of the Bank-Small Business Administration loan and the Note and other loan agreements and their liability thereunder; and

WHEREAS, Bank and Small Business Administration are satisfied as to the financial worth and capability of Purchasers and their authority to execute an Assumption Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Harry E. Cameron and Lillian I. Cameron, husband and wife, do hereby assume and agree to pay any and all indebtedness now due or which may become due under the terms of the Promissory Note dated December 3, 1969, payable to the order of the State Bank of Big Piney, Wyoming, in the original principal amount of $80,000.00, and present principal balance of approximately $ 72,665.38 as of January 1, 1974, all in accordance with the tenor and effect of the said Promissory Note and all documents and agreements made, executed and delivered in connection with the said loan.

IN WITNESS WHEREOF, this Assumption Agreement is executed as of the date first above written.

140011

RECORDED February 15 1974 9:00 A M
IN BOOK 25 Misc PAGE 584
FEES $2.00 Anne P. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Harry E. Cameron
Harry E. Cameron

Lillian I. Cameron
Lillian I. Cameron, husband and wife

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 11th day of February, 1974, by Harry E. Cameron and Lillian I. Cameron, husband and wife.

Helen L. O'Brien
Notary Public

My commission expires [illegible].

501

RECORDED [redacted] Feb. 15 1974 [redacted]
IN BOOK

 585
FEES $ County CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

140612 [redacted]

L-806,002 00 04-CAS

ASSUMPTION AGREEMENT

THIS INDENTURE, made and executed at Big Piney, Sublette County, Wyoming, this 11th day of February, 1974.

WITNESSETH:

THAT WHEREAS, State Bank of Big Piney, Wyoming, in participation with the Small Business Administration, an Agency of the United States Government, on or about July 22, 1970, made a loan in the amount of $10,000.00 to Ronald J. Firth and Elnora L. Firth, said loan being Small Business Docket File Number L-806,002 00 04-CAS; and

WHEREAS, Ronald J. Firth and Elnora L. Firth, did agree to sell, assign, set over and transfer all of the property being real and personal property of that certain business known as Country Chalet Inn in Big Piney, Wyoming, to Harry E. Cameron and Lillian I. Cameron, husband and wife, and did so convey said property; and

WHEREAS, Harry E. Cameron and Lillian I. Cameron, husband and wife, did agree to assume the outstanding mortgage indebtedness due and owing the State Bank of Big Piney, Wyoming, in the original principal amount of $10,000.00; and

WHEREAS, Bank and Small Business Administration have indicated their concurrence in the said transaction and assumption, and Borrowers have indicated their understanding and agreement that they remain personally liable and Purchasers have indicated their understanding of and agreement to the existence of the Bank-Small Business Administration loan and the Note and other loan agreements and their liability thereunder; and

WHEREAS, Bank and Small Business Administration are satisfied as to the financial worth and capability of Purchasers and their authority to execute an Assumption Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Harry E. Cameron and Lillian I. Cameron, husband and wife, do hereby assume and agree to pay any and all indebtedness now due or which may become due under the terms of the Promissory Note dated July 22, 1970, payable to the order of the State Bank of Big Piney, Wyoming, in the original principal amount of $10,000.00, and present principal balance of approximately $7,726.19, as of January 1, 1974 all in accordance with the tenor and effect of the said Promissory Note and all documents and agreements made, executed and delivered in connection with the said loan.

IN WITNESS WHEREOF, this Assumption Agreement is executed as of the date first above written.

Harry E. Cameron

Lillian I. Cameron, husband and wife

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 11th day of February, 1974, by Harry E. Cameron and Lillian I. Cameron, husband and wife.

Helen L. O'Brien
Notary Public

My commission expires ____________.

Helen L. O'Brien — Notary Public
Sublette County Wyoming
My Commission Expires Nov. 17, 1977

585

MORTGAGE DEED—FORM NO. 4A

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

V. L. LOONEY AND PATRICIA E. LOONEY, husband and wife

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of

Sixty five thousand dollars ($65,000.00) Dollars, due 12-1-74

with interest from 1-25-74 at the rate of 10% per cent per annum, payable annually

evidenced by one promissory note of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 33 North, Range 109 West of the Sixth Principal Meridian, Wyoming,th

Section 11 - E/2 NE/4
Section 12 - SW/4 NW/4, W/2 SW/4

Rlsd 9 mtg Rlse Pg 17

EXCEPTING, HOWEVER, that portion of the above lands which is bounded and described by the following traverse: Beginning at the northeast corner of the aforesaid Section 11, and running South 0° 5' West along the east line of said Section 11, a distance of 418.0 feet;

Thence running North 89° 18' West, a distance of 418.0 feet;

Thence running North 0° 5' East, a distance of 418.0 feet;

Thence running South 89° 18' East along the north line of said Section 11, a distance of 418.0 feet to the point of beginning,

Containing four (4) acres, more or less;

Pt Rlse 9 mtg Rlse Pg 126
Pt Rlse Bk 8 Pg 646-647 Pg 683

AND TOGETHER WITH all improvements and buildings situate upon the aforesaid lands, AND TOGETHER WITH all appurtenances belonging or appertaining thereto, AND TOGETHER WITH all easements, water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and rights to the use of all water, ditches and reservoirs used inconnection with the above described lands, SUBJECT, HOWEVER, TO the provisions of United States patents and all easements and rights-of-way and exceptions and reservations of record in the office of the Clerk of Sublette County, Wyoming, or in actual use and possession.

The mortgagorS agreeS to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $65,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 25th day of January A. D. 1974.

In the presence of

V. L. LOONEY

PATRICIA E. LOONEY

536

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by V. L. Looney,
Patricia E. Looney, ,
this 25th day of January, 1974.

Witness my hand and official seal.

[redacted] Notary Public State of Wyoming My Commission Expires Feb. 17, [redacted]

My Commission Expires: 2-17-75

Nancy M Kenyon
Signature

Title of Officer

140636

RECORDED February 19 1974 12:10 P M
IN BOOK 25 Mtgs PAGE 556
FEES $ 3.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at.....
o'clock.....M., on the.....
day of.....A. D. 19....
and duly recorded in Book.....
on Page.....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No..... Fee: $.....

MORTGAG[redacted]—FORM NO. 4[redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That JIM BRIDGER DEVELOPMENT, INC., a Wyoming corporation,

mortgagor, of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ County, State of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, to secure the payment of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) ~~XXXXX~~, due 7/01/74, with interest from date hereof at the rate of NINE (9) per cent per annum, ~~XXXXXXXXXXXXXXXXXXXX~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to JACK D. RICHARDSON,

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 35 North, Range 110 West of the 6th P.M.

Section 28 - SW/4
Section 29 - E/2 SE/4
Section 32 - N/2 NE/4, SW/4 NE/4, N/2 SE/4 NE/4, SW/4 SE/4 NE/4, W/2 SE/4 SE/4 NE/4, E/2 NW/4
Section 33 - N/2 NW/4, NW/4 SW/4 NW/4, SE/4 SW/4 NW/4, E/2 SE/4 NW/4, SW/4 SE/4 NW/4

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO all outstanding mineral interests.

140845

RECORDED February 19 1974 2:45 P.M
IN BOOK 25 Mtg PAGE 588
FEES $3.00 Clerk R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than none Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee ~~XXXX~~ his legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum ~~XXXX~~ as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 15th day of January A. D. 19 74.

In the presence of:

Attest:

(S e a l)

By: [signature]
Its Secretary

JIM BRIDGER DEVELOPMENT, INC.,
a Wyoming corporation

By: [signature]
Its President

588

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by ELVIN L. BOOTH and

JACQUELINE M. BOOTH

this 16th day of January, 19 74.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: March 8, 1976

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at.....

o'clock.....M., on the.....

day of.....A. D. 19.....

and duly recorded in Book.....

on Page.....

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No. .....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That ELDON E. MARX and JUDITH A. MARX, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of NINE THOUSAND DOLLARS ($9,000.00), due May 15, 1982, with interest from July 15, 1973 at the rate of EIGHT (8) PER CENT per annum, payable annually, evidenced by one promissory note, of even date herewith, said interest to be payable on the 15th day of May, 1974 and annually thereafter, and said principal sum to be payable ONE THOUSAND DOLLARS ($1,000.00) on the 15th day of May, 1974 and ONE THOUSAND DOLLARS ($1,000.00) annually thereafter until said principal sum is fully paid, DO HEREBY MORTGAGE to FRANK D. BALL, III and MARGARET S. BALL, husband and wife, and to the survivor thereof, mortgagees, of Sublette County, State of Wyoming, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

That part of the NW/4 SW/4 of Section 29, Township 30 North, Range 111 West, Sublette County, Wyoming, described as follows:

Beginning at a point S16°-29'E, 353.8 feet from the west one-quarter corner of said Section 29 where found a quartzite stone 7"x4"x2" above ground marked 1/4 on W, + on top;

Thence N89°-54'E, 726.1 feet to a point;

Thence S00°-04'E, 600.0 feet parallel to the west line of said Section 29;

Thence S89°-54'W, 726.1 feet parallel to the north line of said tract to a point;

Thence N00°-04'W, 600.0 feet parallel to the said west section line to the point of beginning;

Encompassing an area of 10.001 acres, more or less;

TOGETHER WITH a right of ingress and egress through the following described tract:

That part of the NW/4 SW/4 of Section 29, Township 30 North, Range 111 West, Sublette County, Wyoming, described as follows:

140663

RECORDED February 21 1974 3:16 P M
IN BOOK 2-5 Mtge PAGE 590
FEES $4.00 Connie Colbath COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Rlsd Bk 9 pg 192

Beginning at a point S16°-29'E, 353.8 feet from the west one-quarter corner of said Section 29;

Thence N89°-54'E, 726.1 feet to a point along the north line of the above described tract;

Thence N00°-04'W, 80.0 feet parallel to the west line of said Section 29 to a 3/8"x12" steel spike;

Thence S89°-54'W, 826.1 feet parallel to the north line of the above described tract to a corner on the west line of said Section 29 identical with the northeast corner of First Street of the Town of Marbleton;

Thence S00°-04'E, the base bearing for this survey, 80.0 feet along the said section line, across said street and along the east boundary line of said Town to a point identical with the southeast corner of said street;

Thence continuing S00°-04'E, 600.0 feet along said east boundary line identical with said west line of Section 29;

Thence N89°-54'E, 100.0 feet parallel to the north line of said tract to a point;

Thence N00°-04'W, 600.0 feet along the west line of the above described tract parallel to the said west line of said Section 29 to the point of beginning;

Encompassing an area of 2.895 acres, more or less;

Each corner being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";

Each point being marked by a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING 1971" and appropriate details;

All in accordance with the map prepared and filed in the office of the Clerk of Sublette County;

At such time as the indebtedness herein secured has been reduced to a balance of EIGHT THOUSAND DOLLARS ($8,000.00), ONE (1) ACRE of the above described real estate shall be released, upon demand of mortgagors, said ONE (1) ACRE to be selected by the mortgagors, and the mortgagees herein do hereby so agree;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than -- none -- Dollars during the life of this mortgage, in favor of and payable to

the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees, their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

DATED this 15th day of July, 1973.

Eldon E. Marx
ELDON E. MARX

Judith A. Marx
JUDITH A. MARX

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 18th day of February, 1973.

Witness my hand and official seal.

Helen Atwood
Notary Public

My commission expires:
Oct. 1, 1976

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

William Skinner & Trudy Skinner, husband & wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Eighty Eight Hundred and no/100 - - - - - - - - Dollars, due 2/5/84 with interest from 2/11/74 at the rate of 10 per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, Payable $116.30 on the 5th day of March, 1974 and $116.30 on the 5th day of each succeeding month thereafter until the maturity date do hereby mortgage to The First National Bank of Kemmerer, Kemmerer, Wyoming, a national corporation organized and existing under the laws of the United States. mortgagee, of Lincoln County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 13, 14, 15, Blk 39, Town of Marbleton, Sublette County, Wyoming, according to that certain Plat recorded 8-6-71 in Book 27, of Miscellaneous Page 519.

140748

RECORDED February 26 1974 9 oc A M
IN BOOK 25 Mortgages PAGE 593
FEES $3.00 Anna K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy Yates Deputy

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Eight Eight Hundred and no/100 - Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor s shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 11th day of February A.D. 19 74.

X [signature]

X [signature]

[redacted] [redacted] [redacted]

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 11th day of February, 19 74, before me personally appeared William Skinner & Trudy Skinner, husband & wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that They executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, the day and year in this certificate first above written.

.....

.....

My commission expires on the 4th day of September A.D. 19 4

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of..... } ss.

On this.....day of....., 19....., before me personally appeared

.....

to me personally known, who, being by me duly sworn, did say that he is the.....of

.....

.....

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this.....day of....., A.D. 19.....

.....
Notary Public.

My commission expires on the.....day of.....A.D. 19.....

MORTGAGE DEED

FROM

.....

.....

TO

.....

.....

THE STATE OF WYOMING,
County of..... } ss.

This instrument was filed for record at.....

o'clock.....M., on the.....

day of.....A.D. 19.....,

and duly recorded in Book.....

on Page.....

No.....

By.....
County Clerk and Ex-Officio Register of Deeds.

.....
Deputy Clerk.

Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

George A. Moffat and Elma Elaine Moffat, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Two Thousand Eight Hundred and no/100---------- Dollars, due February 10, 1977 with interest from date at the rate of Nine & 1/2 per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable $89.70 beginning on the 10th day of March, 1974, and on the 10th day of each succeeding month.

George A. Moffat and Elma Elaine Moffat do hereby mortgage to The First National Bank of Kemmerer, Kemmerer, Wyoming, a corporation organized and existing under the laws of the United States mortgagee, of Lincoln County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Six (6) and Seven (7), Block Four (4), C. P. MacGlashan First Addition to the Town of Big Piney, Wyoming.

140769

Book 9 pg 440

RECORDED February 27 1974 9:00 A M
IN BOOK 25 Mortgage PAGE 595
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dep Lois J. Lake Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Two Thousand Eight Hundred and no/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 25th day of February A.D. 19 74.

George A Moffat

Elma Elaine Moffat

[redacted] [redacted] [redacted]

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 25th day of February, 19 74, before me personally appeared George A. Moffat and Elma Elaine Moffat, husband and wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

[signature]

My commission expires on the 5th day of September A.D. 19 74.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of ..... } ss.

On this ..... day of ....., 19....., before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the ..... of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this ..... day of ....., A.D. 19.....

Notary Public.

My commission expires on the ..... day of ..... A.D. 19.....

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING,
County of ..... } ss.

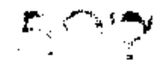
This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A.D. 19....., and duly recorded in Book ..... on Page .....

No. .....

By ..... Deputy Clerk.

County Clerk and Ex-Officio Register of Deeds.

Fees, $.....



Full Release
Book 43, Pg. 363

RECORDED March 1 1974 9:00 A M
IN BOOK 25 Mortgage P. E 595
FEES $ [redacted] Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucile Yake Deputy

140816
Substitution

SUPPLEMENT NO. 7 TO MORTGAGE

SUPPLEMENTAL DEED OF TRUST, MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT NO. 7 dated as of December 28, 1973 between BELCO PETROLEUM CORPORATION (the "Grantor") and WILLIAM R. BARRETT, JR., Trustee, and JOHN W. LOWE, Trustee (the "Trustees") under the Deed of Trust, Mortgage and Assignment referred to below;

WHEREAS, in order to secure the Grantor's promissory notes and other indebtedness issued pursuant to various credit agreements and other instruments entered into by the Grantor and Morgan Guaranty Trust Company of New York, Chemical Bank and First National City Bank (the "Banks") between 1961 and 1971 and a Note Purchase Agreement dated as of July 1, 1972 entered into by the Grantor and Aetna Life Insurance Company, the Grantor has heretofore made, executed and delivered a Deed of Trust, Mortgage and Assignment dated July 11, 1961, supplemented by Supplemental Deeds of Trust, Mortgage and Assignment dated June 10, 1966, November 1, 1966, October 30, 1970, March 12, 1971 and Supplemental Deeds of Trust, Mortgage, Assignment and Security Agreement dated as of December 1, 1971 and July 1, 1972 (said Deed of Trust, Mortgage and Assignment as so supplemented being herein referred to as the "Mortgage"); and

WHEREAS, the aforementioned Supplemental Deed of Trust dated as of December 1, 1971 was recorded as an instrument affecting real property as follows:

State	County	Date of Recording	Book	Pages
Colorado	San Miguel	Dec. 28, 1971	340	772
Ohio	Ashtabula	Dec. 29, 1971	612	998
Oklahoma	Garfield	Dec. 27, 1971	394	253
	Major	Dec. 27, 1971	369	86
New Mexico	Lea	Dec. 29, 1971	291	199
	San Juan	Dec. 30, 1971	699	297
Texas	Freestone	Dec. 28, 1971	41	221
	Kaufman	Jan. 4, 1972	202	262
	Titus	Jan. 4, 1972	114	23
Utah	Grand	Dec. 27, 1971	193	557-610
	San Juan	Dec. 23, 1971	500	37-89
	Uintah	Dec. 30, 1971	173	1
Wyoming	Campbell	Dec. 24, 1971	233	197
	Converse	Dec. 27, 1971	521	287
	Lincoln	Dec. 27, 1971	96 PR	598; and

WHEREAS, the aforementioned Supplemental Deed of Trust dated as of July 1, 1972 was recorded as an instrument affecting real property as follows:

State	County	Date of Recording	Book	Pages
Colorado	San Miguel	July 26, 1972	340	150
Ohio	Ashtabula	July 25, 1972	625	178
Oklahoma	Garfield	July 26, 1972	401	435
	Major	July 26, 1972	379	20

State	County	Date of Recording	Book	Pages
New Mexico	San Juan	July 27, 1972	708	111
	Lea	July 26, 1972	295	122
Texas	Titus	Aug. 8, 1972	116	112
	Kaufman	July 31, 1972	205	645
	Freestone	July 25, 1972	42	645
Utah	Grand	July 26, 1972	198	54
	Uintah	July 26, 1972	177	773
	San Juan	July 26, 1972	504	68
Wyoming	Lincoln	Sept. 21, 1972	101	226
	Sublette	Sept. 21, 1972	24	159
	Converse	Sept. 21, 1972	532	530
	Campbell	Sept. 21, 1972	251	447; and

WHEREAS, in order to secure the Grantor's obligation under a Restated Amended Letter of Credit Agreement to reimburse Morgan Guaranty Trust Company of New York (the "Bank") for payments which may be made from time to time in the future in the maximum amount of $23,360,000 under the Bank's Letter of Credit dated December 31, 1973 in favor of M.L.S., Inc., the Grantor desires to secure under the Mortgage an additional promissory note of the Grantor in the principal amount of $23,360,000 to the Bank dated December 28, 1973 (the "1973 Note") and for that purpose, and for the purpose of amending certain covenants in the Mortgage, the Grantor desires to make, execute and deliver to the Trustees a Supplemental Deed of Trust, Mortgage, Assignment and Security Agreement No. 7 in the form hereof; and

WHEREAS, all things necessary to authorize the execution, acknowledgment and delivery of this Supplemental Deed of Trust, Mortgage, Assignment and Security Agreement No. 7 and duly and legally to effect the acts contemplated hereby, and to make the Mortgage as supplemented hereby a valid, binding and legal instrument for the security of the indebtedness of the Grantor secured thereby, have been complied with or have been done and performed;

NOW, THEREFORE: The Grantor, for and in consideration of the premises and of the debt and trust herein mentioned and the sum of $10.00 and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, has granted, bargained, sold, pledged, assigned, transferred and conveyed, and does by these presents grant, bargain, sell, pledge, assign, transfer and convey unto William R. Barrett, Jr., Trustee, of 23 Wall Street, New York, New York, all of the properties, rights and interests described in the Mortgage located in the States of Ohio, Oklahoma (said Oklahoma properties being specifically described in Exhibit I hereto), New Mexico, Texas and Wyoming (said Wyoming properties being specifically described in Exhibit II hereto) and unto John W. Lowe, Trustee, of Walker Bank Building, Salt Lake City, Utah, all of the properties,

rights and interests described in the Mortgage located in the State of Utah, and to their successors in interest in the trust, and to their assigns, to have and to hold forever, but in trust, neverthless, subject to the terms and provisions of, and upon the covenants, conditions and trusts set forth in the Mortgage as supplemented hereby, and further covenants and agrees as follows:

Section 1. Additional Indebtedness and Obligations Secured by the Mortgage. For the purpose of adding to the Indebtedness secured by the Mortgage the indebtedness in the principal amount of $23,360,000 to be evidenced by the 1973 Note, the Mortgage is hereby amended and supplemented by adding Exhibit G hereto as Exhibit G thereto, by relettering paragraphs (e), (f) and (g) of Section 1.1 thereof as paragraphs (f), (g) and (h), respectively, and by deleting paragraph (d) thereof and substituting in its place the following:

"(d) The promissory note of the Grantor in the principal amount of $23,360,000 dated December 28, 1973 (the "1973 Note"), a copy of which is attached as EXHIBIT G hereto;

(e) All other indebtedness and obligations of the Grantor to the institutions referred to in paragraphs (a), (b), (c) and (d) above or the

Trustees arising pursuant to the provisions of this Mortgage, the 1970 Guaranty, the 1971 Loan Agreement, the 1972 Note Purchase Agreement and the Amended Restated Letter of Credit Agreement dated as of February 1, 1974 between the Grantor and Morgan Guaranty Trust Company of New York, together with interest thereon as herein or therein provided;"

Section 2. Amendment of Covenant Restricting Disposition of Producing Properties. The proviso at the end of Section 2.3 of the Mortgage is hereby amended to read as follows:

"provided, however, that the Grantor shall not be required to obtain the prior written consent of the Trustee with respect to (i) any surrender, abandonment, release, sale, conveyance, assignment, lease or sublease of any of the Grantor's interests in any Producing Property if there is no well located thereon which is capable of producing Hydrocarbons in paying quantities and the Grantor has reasonably determined that no existing well may be recompleted and no additional well may be completed on said Producing Property which would be capable of producing Hydrocarbons

in paying quantities or (ii) any sale, conveyance, assignment, lease or sublease of any of the Grantor's interests in any zone (e.g., a shallow or deep zone) of any Producing Property if (x) such zone does not contain a geological structure or feature which is known to be productive, (y) such sale, conveyance, assignment, lease or sublease is limited to such zone and (z) any royalty, working interest or other rights, titles, interests or estates retained by the Grantor in or to such zone remain subject to the lien hereof."

Section 3. Amendment of Covenants Prohibiting Certain Liens. Section 2.4(c) of the Mortgage is hereby amended to read as follows:

"C. Keep the Grantor's interest in the Properties free and clear of liens, charges, encumbrances or security interests of every character other than (i) those not prohibited by any of the agreements or instruments under which Indebtedness is outstanding, as amended from time to time, (ii) those set forth or referred to in the specific descriptions of the Properties in EXHIBIT A, (iii) those being contested in good faith and (iv) those consented to in writing by the Trustee;"

Section 4. Other Provisions of Mortgage Unaffected. From and after the execution and delivery of this Supplemental Deed of Trust, Mortgage, Assignment and Security Agreement No. 7, the Mortgage shall be deemed to be amended and supplemented as herein provided. The Mortgages, as modified and supplemented hereby, shall continue in full force and effect and the lien thereby created is hereby ratified and confirmed. Until the Mortgage is further amended or supplemented, the terms "herein", "hereby", "hereunder", "this Deed of Trust, Mortgage, Assignment and Security Agreement", "this instrument" and words of similar import in the Mortgage shall be deemed to be references to the Mortgage as amended and supplemented by this instrument.

Section 5. Mortgage One Instrument. The Mortgage and this Supplemental Deed of Trust, Mortgage, Assignment and Security Agreement No. 7 shall be read, taken and construed as one and the same instrument.

Section 6. Execution in Counterparts. This Supplemental Deed of Trust, Mortgage, Assignment and Security Agreement No. 7 may be executed in any number of counterparts each of which shall be and be taken to be

an original and all collectively but one instrument.

WITNESS the execution hereof, as of the 28th day of December, 1973.

BELCO PETROLEUM CORPORATION

WITNESSES:

By _____

[SEAL]

ATTEST:

Secretary

WITNESS:

(as to John W. Lowe)

William R. Barrett, Jr.
Trustee
c/o Morgan Guaranty Trust
Company of New York
23 Wall Street
New York, New York 10015

John W. Lowe, Trustee
c/o Brayton, Lowe & Hurley
1011 Walker Bank Building
Salt Lake City, Utah 84111

WITNESS:

(as to William R. Barrett, Jr.)

This document was prepared by Davis Polk & Wardwell, special counsel to Morgan Guaranty Trust Company of New York, First National City Bank and Chemical Bank.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that, I, Mary O'Donnell, a notary public duly qualified, commissioned, sworn, and acting in and for the County and State aforesaid, hereby certify that, on this 22 day of February, 1974:

(New York) Before me personally came William R. Barrett, Jr., Trustee, to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(New Mexico) The foregoing instrument was acknowledged before me this day by William R. Barrett, Jr., Trustee

(Ohio) Before me personally appeared the above named William R. Barrett, Jr., Trustee, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

(Oklahoma) The foregoing instrument was acknowledged before me on said date by William R. Barrett, Jr., Trustee.

(Texas) Before me personally appeared William R. Barrett, Jr., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Utah) Before me personally appeared William R. Barrett, Jr., Trustee, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(Wyoming) The foregoing instrument was acknowledged by William R. Barrett, Jr., as Trustee, before me on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of New York, County of New York, State of New York, this 22 day of February, 1974.

Mary O'Donnell

MARY O'DONNELL
Notary Public, State of New York
Qualified In Bronx County
No. 03-2942525
Certificate filed In N. Y. Co.
Commission expires March 30, 1975

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that, I, Mary O'Donnell, a notary public duly qualified, commissioned, sworn, and acting in and for the County and State aforesaid, hereby certify that, on this 2nd day of February, 1974:

There appeared before me Arthur M. Walter, a Vice President of Belco Petroleum Corporation, a Delaware corporation, a corporation which is a party to the foregoing instrument, who resides at Tulip Lane, Williston Park, New York.

York) Before me personally came such person to me known, who, being by me duly sworn, did depose and say that he resides at the address set opposite his name; that he is the designated officer of the corporation set opposite his name, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation's seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ew Mexico) The foregoing instrument was acknowledged before me this date by such person, the designated officer of the corporation set opposite his name, such corporation being a Delaware corporation, on behalf of said corporation.

Ohio) Before me personally appeared Arthur M. Walter, known to me to be the person who as Vice President of said corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and on the behalf of said corporation; that the same is his free act and deed of such office, and the free and corporate act and deed.

(Oklahoma) The foregoing instrument was acknowledged before me on said date by Arthur M. Walter, a Vice President of Belco Petroleum Corporation, a Delaware corporation, on behalf of the corporation.

(Texas) Before me personally appeared such person, personally known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of the corporation set opposite his name, being one of the corporations named in said instrument, and personally known to me to be such officer of said corporation, and acknowledged to me that he executed said instrument in the capacity therein stated for the purposes and consideration therein expressed, for and on behalf of and as the act of said corporation.

(Utah) Before me personally appeared such person, who being by me duly sworn, did say that he is a Vice President of said corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said person acknowledged to me that said corporation executed the same.

(Wyoming) The foregoing instrument was acknowledged by Arthur M. Walter, a Vice President of Belco Petroleum Corporation, and Charles F. Savage, the Secretary of said corporation, before me on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of New York, County of New York, State of New York, this 22 day of February, 1974.

Mary O'Donnell

MARY O'DONNELL
Notary Public, State of New York
Qualified In Bronx County
No. 03-2942525
Certificate filed in N. Y. Co.
Commission expires March 30, 1975

STATE OF UTAH)
: ss.:
COUNTY OF SALT LAKE)

BE IT REMEMBERED that, I, Ann Moore, a notary public duly qualified, commissioned, sworn, and acting in and for the County and State aforesaid, hereby certify that, on this 21st day of February, 1974:

(New York) Before me personally came John W. Lowe, Trustee, to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(w Mexico) The foregoing instrument was acknowledged before me this day by John W, Lowe, Trustee.

o) Before me personally appeared the above named John W. Lowe, Trustee, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

ahoma) The foregoing instrument was acknowledged before me on said date by John W. Lowe, Trustee.

xas) Before me personally appeared John W. Lowe, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

ah) Before me personally appeared John W. Lowe, Trustee, the signer of the above instrument, who duly acknowledged to me that he executed the same.

yoming) The foregoing instrument was acknowledged by John W. Lowe, as Trustee, before me on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Salt Lake, County of Salt Lake, State of Utah, this 21st day of February, 1974.

Ann Moore

Residing at Salt Lake City, Utah

My commission expires 9/28/76

EXHIBIT G

NOTE

$23,360,000

New York, N. Y.
December 28, 1973

For value received, Belco Petroleum Corporation ("Belco"), a Delaware corporation, promises to pay to the order of Morgan Guaranty Trust Company of New York (the "Bank"), at its office at 23 Wall Street, New York, N. Y. 10015 the principal sum of $23,360,000 in 48 consecutive monthly installments of $486,667 each, payable on the second business day of each month commencing March 2, 1974 and ending February 2, 1978. Each payment hereunder shall be made in lawful money of the United States of America in Federal or other immediately available funds.

This note is the Pledged Note referred to in the Letter of Credit Agreement dated as of December 28, 1973 between Belco and the Bank (said Letter of Credit Agreement as amended from time to time being herein called the "Letter of Credit Agreement") and has been pledged with the Bank to secure performance by Belco of its obligations under the Letter of Credit Agreement.

This Note is secured by a Mortgage, a Louisiana Mortgage and a Pledge Agreement (as those terms are defined in the Letter of Credit Agreement). If a Default occurs under any of said instruments or under the Letter of

Credit Agreement (any such Default being herein called a "Default"), the principal hereof may, at the option of the Bank, be declared immediately due and payable, subject to the limitations stated below and the undertakings by the Bank set forth in Section 4 of the Letter of Credit Agreement.

Notwithstanding any other provision hereof, the amount for which this note shall be enforceable shall be limited (i) prior to the occurrence of a Default, to an amount equal to the aggregate amount of all drafts presented to and paid by the Bank under the Letter of Credit dated December 31, 1973 (the "Letter of Credit") issued by the Bank in favor of M.L.S., Inc., a Wyoming not for profit corporation, for which the Bank has not theretofore been reimbursed by Belco pursuant to Section 1 of the Letter of Credit Agreement, together with all other unpaid amounts due from Belco under the Letter of Credit Agreement, and (ii) after the occurrence of a Default, to an amount equal to the sum of the amount described in clause (i) above plus the then remaining maximum liability of the Bank under the Letter of Credit.

BELCO PETROLEUM CORPORATION

By _____

EXHIBIT II

Leases in Lincoln and Sublette Counties, Wyoming, in which Belco Petroleum Corporation is the Working Interest Owner; said interest being subject to proportionate part of overriding royalties and production payments as indicated.

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-06206	30N-113W	9	All	1280.00	6	A	
		15	All	320.00	5½	A	
		21	N½				
W-0136178	30N-113W	21	S½	320.00	5½	A	
W-21127	30N-113W	27	S½	320.00	7¼ to 2500'	A	6¼% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF
		27	NW¼	160.00	7	A	
		34	NW¼	161.00	7¼ to 2500'	A	6¼% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	GPR	Subject to Prod. Payment	Remarks
W-0126175 (cont.)		34	NE¼	160.00	12½ to 2500'	A	12½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF
E-013454	29N - 11W	14	S½NW¼, S½	480.00	6	A	47½% in Kmv Reservoir, 100% in all other zones
		15	S½NW¼, S½				
		23	E½	800.00	6	A	
E-025930	29N - 11W	13	S½SW¼, NW¼SW¼				47½% in Kmv Reservoir, 100% in all other zones
		23	W½	400.00	3	A	
		13	S½NW¼, SW¼NE¼, NW¼SW¼	160.00	3	A	
W-01332	29N - 11W	26	SE¼SE¼	40.00	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		26	W½S½, S½SW¼, SW¼SE¼, S½W½	440.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	A	CBU #7 Well on this lease

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% CPR	Subject to Prod. Payment	Remarks
W-011051	28N - 11W	2	Lots 7, 8	77.33	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0231772	28N - 11W	2 3	S½N½, N½SW¼ Lots 5,6, S½NE¼, NE¼SE¼	356.07	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		2 3	S½SW¼ S½SE¼, NW¼SE¼	160.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		2	SE¼SW¼	40.00	3	A	
W-011052	28N - 11W	1	Lots 7, 8	79.89	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231773	28N - 11W	1	S½N½, N½SW¼	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		1	S½SE¼	80.00	3	A	
W-0125391	28N - 11W	2	Lots 5, 6	78.15	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231774	28N - 11W	2	S½NE¼, N½SE¼	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		2	S½SE¼	80.00	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	Royalty Rate	Subject to Prod. Payment	Remarks
E-025991	29N - 113W	34	All	640.00	6	A	Operating Rights down to 1500' above the Frontier Formation
W-04731	28N - 113W	5	Lots 5,6,7,8, S½NE¼, SE¼, SE¼NW¼	419.86	6	A	Operating Rights down to 1500' above the Frontier Formation
W-0125383	28N - 113W	23 24	Lots 1,2,3, NE¼NW¼, N½NE¼ Lots 3, 4	341.29	3	A	
E-0247564	28N - 113W	24	Lots 1, 2	88.41	3	A	
W-01764	30N - 113W	35	W½	320.00	5	A	
E-021993	29N - 113W	14	NW¼NW¼	40.00	5		47½% in Kmv Reservoir, 100% in all other zones-
W-0231770	29N - 113W	22 26 27	W½ S½NW¼ NE¼NW¼	440.00	3	A	
		24	NW¼	160.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
W-0269	29N - 113W	25	NE¼NE¼	80.00	3.75	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-0231770	29N - 113W	24	S½SE¼	40.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		24 25	S½, NE¼SE¼ NE¼	280.00	3-3/4	A	47½% in Kmv Reservoir, 100% in all other zones
		24	SE¼SE¼	40.00	3-3/4	A	47½% in "P" Sand Reservoir, 100% in all other zones
		24	NE¼SE¼	40.00	3-3/4	A	
E-022756	28N - 113W	14	W½	320.00	3	A	CBU #5 Well on this lease
U-011074	29N - 113W	35	E½W½, SE¼W½	120.00	6	A	47½% in Kmv Reservoir, 100% in all other zones
		35	SW¼W½	40.00	6	A	
E-021767	29N - 113W	35	E½W½, SE¼	240.00	4.375	A	47½% in Kmv Reservoir, 100% in all other zones
		35	W½SW¼	80.00	4.375	A	
U-01732	28N - 113W	4	Lots 7,8, S½NW¼, SW¼	312.03	6	A	
US U-2243	28N - 113W	16	All (Resurvey Tract 37)	640.00	5	A	Operating Rights down to 1500' above the Frontier Formation

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject Pool. Payment	Remarks
Charles P. Budd	29N - 113W	10	N½NE¼, SE¼NE¼	120.00	12½	A,	Operating Rights to 2500' 12½% ORR subject to ORR @ 3.2¢ per MCF
Roger K. Chrisman	29N - 113W	10	SE¼NE¼, N½SE¼	80.00	6¼	A,	
Chrisman Estate	29N - 113W	10 11	E½SE¼ W½SW¼	160.00	6¼	A,	
Charles P. & Francis H. Noble	29N - 113W	11	W½NW¼	80.00	6¼	A,	
U-012538A	28N - 113W	11 13 14	E½, S½ E½	800.00	3	A,	CBU #10 Well on this lease
U-02426A1	28N - 113W	1	Lot 6, S½NW¼, N½SW¼	121.32	3	A,	47½% in "F" Sand Reservoir, 100% in all other zones
		2	Lots 5,9,10,11, S½SW¼				
		12	Lots 1,2,3,4, W½E½, W½ (All)				
		13	Lots 1,2,3,4, W½E½, NW¼	1209.00	3	A,	
U-02356A	28N - 113W	23	Lot 4, W½NW¼	107.24	3	A,	
U-022205	28N - 113W	9	All	640.00	5	A,	Operating Rights down to 1900' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORRI	Subject to Prod. Payment	Remarks
U-0249314	29N - 113W	25	SE¼NE¼		1½	A,	47½% in Kmv Reservoir and "pa" Sand Reservoir, 100% in all other zones
		25	SW¼NE¼	80.00	1½	A,	47½% in Kmv Reservoir, 100% in all other zones
E-0177101	30N - 113W	34	SW¼SE¼	40.00	2½	A,	Superior Oil Co. has operating rights below 1500' above the Frontier Formation
W-04101	30N-112W	20 29	E½NE¼ E½SW¼	160.00	.6		100%
Arthur C. Homer	29N-112W	7	Lots 1,2,3,4, N½NE¼, E½NW¼, NE¼NW¼				50% Shallow, 100% Deep
	29N-113W	12	NE¼, N½SE¼ E½NW¼, NE¼SW¼	612.72	0		100% in all zones
E-022755	28N - 113W	11	W½	320.00	3	A,	
E-0177103	30N - 113W	28	SE¼	160.00	1½	A,	
		21	SE¼, N½SW¼, SE¼SW¼	280.00	1¼	A,	
		28	NE¼	160.00	6	A,	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-0261753	30N - 11W	32	[illegible]	40.00	6	A	
E-022769	29N - 11W	3	N½	287.42	5	A	
		3	SW¼, S½SE¼, NW¼SE¼	200.00	6½ below 2500'	A	3% ORR Subject to OPR @ 6¢ per MCF
					8-3/4 to 2500'	A	6½% ORR subject to OPR @ 3.2¢ per MCF
		4	NE¼	143.31	4½	A,	
		4	E½W½, NE¼SW¼	113.20	6	A,	
		4	N½SE¼	80.00	3	A,	
	30N - 11W	33	E½	320.00	4½	A,	
		35	E½E½	160.00	6	A,	
W-031992	29N - 11W	22	E½NE¼	80.00	5½ to 2500'	A	47½% in Kew Reservoir, 100% in all other zones
					3 below 2500'	A	47½% in Kew Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-031952 (Cont.)	29N - 113W	22	W½NE¼		3 Below 2500'	A,	
		22	NW¼SE¼	40.00	3	A,	47½% in Kmv Reservoir, 100% in all other zones
		22	NE¼SE¼, S½SE¼	120.00	3	A,	
		26	N½N½	160.00	3-3/4	A,	47½% in Kmv Reservoir, 100% in all other zones
		27	N½NE¼	80.00	3	A,	
Clifton Fear	29N - 113W	9 10 15	E½SW¼, SE¼ S½N½, S½, S½SE¼ N½N½	640.00	0	A,	Entire lease subject to landowner royalty of 16%
E-022769A	29N - 113W	1 2	W½ Lots 1,2,3,4, SE¼NW¼, S½, S½NE¼	889.17	8-3/4 to 2500'	A,	6⅝% ORR subject to GPR @ 3.2¢ per MCF
					5⅝ Below 2500'	A,	3⅝% ORR subject to GPR @ 6¢ per MCF
Inger K. Christen et al	29N - 113W	11 12 13 14	E½SW¼, SE¼ NW¼SW¼, S½SW¼ N½N½, SE¼NE¼, SE¼ N½NE¼				Entire lease subject to landowners royalty of 16%
	29N - 112W	18	Lots 1, 2, E½NW¼	986.01	7	A	50% Shallow, 100% Deep " " " "
	29N-113W	12	S½SE¼				

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Enger K. Chrisman et al (Cont.)	29N - 113W	13 24	SE¼SW¼ N½N½	120.00	7	A,	Entire Lease subject to landowners royalty of 16%
							47½% in Kmv Reservoir, 100% in all other zones
William J. & Ronie McGinnis	28N - 113W	Tr. 45 Tr. 47	N½SE¼-Sec. 23; N½SW¼-Sec. 24 S½NE¼, S½NW¼-Sec. 24	320.00	12½	A,	
W-0231771	29N - 113W	25	W½SW¼	80.00	3-3/4	A,	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-02683	29N - 113W	25	S½NE¼, SE¼, E½SW¼	320.00	3-3/4	A,	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0125390	29N - 112W	30	Lots 1,2,3,4, E½W½, N½NE¼, S½NE¼, SE¼				47½% in "P" Sand Reservoir, 100% in all other zones
		31	E½W½, E½	969.04	3	A,	
		31	Lots 1,2,3,4	158.16	3	A,	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
E-025216	29N - 112W	32	W½W½	80.00	3	A,	47½% in "F" Sand Reservoir, 100% in all other zones
W-0231769	29N - 112W	32	W½W½	80.00	3	A,	47½% in "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	& ORR	Subject to Prod. Payment	Remarks
W-21120	30N - 113W	22	SW¼	160.00	6	A,	
WS 0-10799	29N - 113W	1	Lot 1	679.39	5	A,	
	30N - 113W	36	All				
W-05283	28N - 113W	4	SW¼SE¼	40.00	6	A,	
		4	Lots 5,6, S½NE¼, SE¼SE¼, N½SE¼	272.53	6	A,	47½% in Kmv Reservoir, 100% in all other zones
E-023340	28N - 112W	5	All				CBU#4 Well on this lease
		6	Lots 1,3 thru 18 incl., E½SW¼ SE¼				
		7	N½N½, SW¼NW¼, SE¼NE¼, W½SW¼, SE¼SW¼, NE¼SE¼				
		7	SE¼NW¼, SW¼NE¼, NE¼SW¼, NW¼SE¼, S½SE¼				50% to Base of Almy Formation 100% in all other zones
		8	NW¼, W½SW¼	2559.34	3	A,	
W-0125387	28N - 112W	30	Lot 1	33.83	3	A,	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	& ORR	Subject to Prod. Payment	Remarks
E-024528	28N-112W	28	W½, SE¼ W½NE¼, SE¼NE¼				CBU#6 Well on this lease 50% Shallow, 100% Deep 100% in all zones
		29	E½NE¼ W½, SE¼, E½NE¼				50% Shallow, 100% Deep 100% in all zones
		30	Lots 2, 3, 4, E½W½, E½	2472.98	3	A	100% in all zones
		31	Lots 1, 2, 3, E½W½, E½				" " " "
		32	W½NW¼				" " " "
W-056555	30N-112W	8	NW¼NE¼, S½N½	1313.63	6		100% in all zones
		9	SW¼, W½SE¼, SE¼SE¼				
		17	S½, S½N½				
		20	W½W½, NE¼NW¼				
		33	S½N½				

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-024756	28N - 113W	23 24 25	Lots 5,6,7 Lots 5,6,7,8, Tr. 46A & 46B All	929.41	6	A.	CBU #13 Well on this lease
E-024469	28N - 112W	17 18 19 20 21	N½, E½SE¼, SE¼SW¼, S½SE¼ Lots 1,2,3. E½W½, E½, SW¼, S½SE¼, All All	2196.04	3	A.	CBU #12 Well on this lease
M-025305	28N - 112W	19	Lots 3, 4	69.93	3	A.	
M-07828	28N - 113W	3	Lots 7, 8, S½NE¼, SW¼	321.37	3	A.	47½ in Kmv Reservoir, 100% in all other zones
Charles P. & Francis M. Noble	29N - 113W	11 12	NE¼, E½W½ W½W½	320.00	0	A.	
M-04226	30N - 113W	28	S½, S½NW¼, E½NE¼	200.00	6	A.	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-0125289	29N - 112W	19	Lots 3,4, E½SW¼, SW¼SE¼	164.86	3	A,	47½% in "P" Sand Reservoir, 100% in all other zones
		19	Lot 2, SE¼NW¼, N½SE¼, SE¼NE¼, S½SW¼, NW¼SW¼	292.93	3	A,	
E-026115	29N - 112W	20	N½NW¼	40.00	3	A,	
E-023554	28N - 113W	26	Lot 1, SE¼NE¼, E½SW¼, E½	475.90	1	A,	Operating rights down to the base of the Muddy Formation
E-024792	28N - 113W	34	Lot 2	38.96	5	A,	Operating rights down to the base of the Muddy Formation
M-02985	28N - 113W	35	Lots 1,2,3,4,5,6,7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼	545.49	5	A,	Operating rights down to the base of the Muddy Formation
M-029854	28N - 113W	35	SE¼NW¼	40.00	5	A,	Operating rights down to the base of the Muddy Formation
M-01056	28N - 113W	36	E½NW¼, NE¼SW¼, NW¼NE¼	160.00	5	A,	Operating rights down to the base of the Muddy Formation
M-016892	28N - 113W	34	E½NW¼, S½SW¼, N½SE¼, Lots 3, 4	268.79	5	A,	Operating rights down to the base of the Muddy Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-20950	27N - 11ZW	33	NE¼, S½	480.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022931A	27N - 11ZW	28	All				75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
		29	E½SW¼				
		32	E½E½				
	26N - 11ZW	5	Lot 1, SE¼NW¼, E½SE¼	1196.87	2	A,	
		8	E½NW¼, E½SE¼				31.5% from the Surface to the top of the Mesaverde Formation 62.5% below the top of the Mesaverde Formation
E-023229A	27N - 11ZW	21	Lots 9, 10,11, SW¼NW¼	139.14	3	A,	
E-023229	27N - 11ZW	21	SE¼NW¼	40.00	2½	A,	
E-025550	27N - 11ZW	27	W½	320.00	4.007	A,	50% working interest

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
WS 0-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7, E½, W½SW¼, NE¼	601.03	2	A,	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-5481	26N - 112W	16	All of Green River Rcd in Section 16	30.97	2	A,	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022234	26N - 113W	16 17 20 29	Lots 1,2,3,4,5,6,7 W½NE¼ Lots 2,3,4,5, S½NW¼ S½, S½N½	793.08	12½	A,	Shallow rights only**
E-020363	26N - 113W	17	Lots 1,3,4,5,6, S½NW¼, W½SE¼				
		21	Lots 1-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, S½NE¼, SE¼NW¼, S½SW¼				
		28	All (Lots 1-11 incl., S½SE¼, Tr. 50)	1339.03	12½	A,	Shallow rights only**
		31	Lots 7, 8	203.79	7½	A,	Shallow rights only**
		32	Lots 2,5, Tr. 53				

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% Ded.	Subject to Prod. Payment	Remarks
E-022261	28N - 113W	19	Lot 5, [illegible]				
		31	[illegible]	563.20	1½	A,	Shallow rights only.
		32	Lot 1, [illegible]				
E-024353	28N - 113W	20	Lots 6,7,8, [illegible], Tr. 43b	290.27	2½	A,	Shallow rights only.
E-07538	28N - 113W	32	[illegible]	240.00	9	A,	Shallow rights only.
		33	[illegible]				
	27N - 113W	5	Lots 3,4, [illegible]	159.08	3	A,	Shallow rights only.
	28N - 113W	32	Lot 6, [illegible]	167.69	9	A,	Shallow rights only.
		33	[illegible]				
	27N - 113W	5	Lot 2	39.67	9	A,	Shallow rights only.
E-07538	28N - 113W	32	Lot 6, [illegible]	167.69	3	A,	Deep rights only.
		33	[illegible]				
	27N - 113W	5	Lot 1, [illegible]	159.78	9 on shallow 3 on Deep.	A,	Full rights
		5	[illegible]	240.00	3	A,	Deep rights only.
William J. McGinnis et al	28N - 113W	17	Trs. 38, 40 (also described as [illegible])	80.00	½	A,	Shallow rights only.

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Mary J. Hadlachan	28N - 113W	17	Tr. 39 (also described as $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$)	320.00	2.1125	A_1	Shallow rights only**
Ruth A. DeGraw, now Ruth A. Chamberlain	28N - 113W	20 & 21	Tr. 41 (also described as $E\frac{1}{2}NW\frac{1}{4}$, Sec. 20; and $W\frac{1}{2}NE\frac{1}{4}$, Sec. 21)	160.00	0	A_2	Shallow rights only**
William J. McGinnis et al	28N - 113W	21	Tr. 42	40.00	0	A_3	Shallow rights only**
E-022209	28N - 113W	33	Lots 1,2,3, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	300.50	6	A_4	Shallow rights only**
		33 34	Lot 1, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Lot 1, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	371.11	0	A_4	Shallow rights only**
		33 34	Lots 1,2,3,4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ Lot 1, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$	671.61	0	A_4	Deep rights only**
Myron Edgar Mills & Lilly A. Mills	28N - 113W	22 & 23	Tr. 44 (also described as $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 22; and $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, Sec. 23)	160.00	0	A_5	
E-076714	27N - 113W	8	$SE\frac{1}{4}$	160.00	$2\frac{1}{2}$	A_5	Deep rights only**
E-076713	27N - 113W	8	$N\frac{1}{2}$, $SW\frac{1}{4}$	480.00	$3\frac{1}{2}$*	A_5	Deep rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-05561A	27N - 11[illegible]	17	N½, S½NW¼	280.00	3.92	A, Y	Deep rights only***
		17	NE¼SW¼				
		20	NE¼	280.00	1.79	A,	Deep rights only***
		17	SE¼	160.00	2.29	A,	Deep rights only***
E-021978	27N - 113W	4	S½NE¼	360.00	3*	A,	Deep rights only***
		9	NE¼, E½NW¼, W½SE¼				
E-026191	27N - 113W	4	Lot 4, S½NW¼, W½SW¼, E½SW¼, NW¼SE¼	319.05	2 on shallow 3 on deep	A,	Full rights
		9	W½NE¼	80.00	3	A,	Deep rights only***
E-07555	27N - 113W	9	W½SW¼	80.00	3*	A,	Deep rights only***
E-0102703	27N - 113W	21	N½N½	160.00	2.80*	A,	Deep rights only***
WS 0-017	27N - 113W	16	All	640.00	2½	A,	Deep rights only***
WS 0-11141	27N - 113W	36	All	640.00	0	A,	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% Ore	Subject to Prod. Payment	Remarks
W-020123	27N - 112W	6 8 17 20	Lots 1,2,3,4,5,6,7, [illegible], Lot 6	1520.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-020123A	27N - 112W	4 5 8 9 17 20	Lots 4, [illegible]	999.78	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407	27N - 112W	30	Lots 3,4,7,8, [illegible]	202.50	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, [illegible]	153.52	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025410	27N - 113W	30	Lots 1,2,5,6, [illegible]	259.03	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 1	34.16	3	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% Royalty	Subject to Prod. Payment	Remarks
U-025410A	27N - 112W	31	Lots 3,4,E½SW¼, E½	373.91	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025410	27N - 112W	7 18	E½ E½	640.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025410A	27N - 112W	19	E½	320.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-039910	27N - 112W	4 5	Lot 2 Lot 3,	79.38	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-039913	28N - 112W	33	N½, SE¼	480.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-042501	27N - 112W	4	NW¼SW¼	40.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-05751	27N - 112W	7 18	Lots 1,2,3,4, E½W½ Lots 1,2,3,4, E½W½	551.65	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-057514	27N - 112W	19	Lots 1,2,3,4, E½W½	261.89	3	A	100% below the base of the Mesaverde Formation 8C% above the base of the Mesaverde Formation
U-059524	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	A	100% below the base of the Mesaverde Formation 8C% above the base of the Mesaverde Formation
U-059524A	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	A	100% below the base of the Mesaverde Formation 8C% above the base of the Mesaverde Formation
U-0-11182	28N - 113W	36	N½, SW¼, E½SE¼ (part of Reservoy Tr. 5A)	629.00	0	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-0-20910	28N - 113W	36	W½SW¼ (part of Reservoy Tr. 5A)	90.00	20	A	100% working interest
E-022929A	27N - 112W	33	E½	160.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022930A	28N - 112W	10 15	All W½ N½NE¼ SE¼, S½NE¼				50% Shallow, 100% Deep " " " " 25% " " " 1/8 ORR convertible to 50% W.I. APO

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% Off	Subject to Prod. Payment	Remarks
U-0125392	29N - 112W	18	W½SW¼, E½SW¼, SE¼NW¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	316.44	3	A	
Beneficial Oil Co.	27N - 112W	20	Lots 1,2,5, NW¼NW¼, NW¼SW¼				
		21	Lots 2,3,4,5,6, NW¼NE¼	316.18	0	A	50% working interest
E-021741	26N - 113W	4	SE¼, NW¼SW¼, Lots 1-12 incl.				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SW¼SW¼				
		32	NW¼NW¼, SW¼NW¼				
		33	NE¼NE¼, S½NE¼, SE¼, NW¼	1433.64	5	A	
E-021743	27N - 113W	33	W½NW¼	80.00	5	A	
John E. & Mary Marx	26N - 112W	6	E½SW¼, Lot 10				
		7	Lot 1, NE¼NW¼	158.90	5	A, Z	
Augusta D. Marx	26N - 112W	7	Lots 2,4, SE¼NW¼, NE¼SW¼, N½SE¼	159.60	5	A, Z	
Cyril & Dorise Housley							
State Highway Commission	26N - 112W	6	A portion of State Highway 189	108.14	5	A, Z,	
Guy & Dorothy L. Decker	26N - 112W	6	A portion of SE¼	5.007	5	A, Z,	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
A. L. Mahaffey	26N - 112W	6	A portion of the SW¼SE¼	2.00 20.97	5 5	A, Z A, Z	50% working interest
Patrick J. Crealy Joseph A. & Bessie B. Minton	27N - 113W	28	SW¼NE¼, S½NW¼	120.00	2½	A,	Deep rights only***
Bank of Poullina Joseph A. & Bessie B. Minton	27N - 113W	28	NW¼SE¼, W½NE¼, SW¼NW¼	120.00	5½	A,	Deep rights only***
George E. & Marie C. Yeoman	26N - 112W	7	W½NW¼, NE¼NE¼, Lot 3	160.08	0	A,	
William J. & Mamie McGinnis Bank of Poullina Mont Sire	26N - 112W	7 17 18 19 20 21	E½SE¼, SW¼SW¼, SW¼NW¼ Lots 2,3,4, W½, SE¼ E½, E½W½, Lot 4 Lots 1,2,3, E½NW¼, NE¼SW¼, N½, N½SE¼ N½, N½S½ W½NW¼, NW¼SW¼	2243.93	5	A, Z,	
Mont Sire	26N - 112W	21	Lots 2,3,6	75.83	5	A, Z,	
M-059505	27N - 112W	9 20	Lots 2,3 Lots 3,4	42.04	3	A,	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% Roy	Subject to Prod. Payment	Remarks
E-021954	27N - 111W	15 22	S½ NE¼NW¼, NW¼NE¼	400.00	5	A	50% working interest
Dale & Esther Probasco	26N - 112W	6	A portion of the SW¼SE¼	10.00	5	A, Z	50% working interest
Lincoln County Town of LaBarge	26N - 112W	6	Lots, Street & Alleys in the town of LaBarge	10.02	5	A, Z	
Howard A. Mahaffey	26N - 112W	6	A portion of the SW¼	1.00	5	A, Z	50% working interest
W-053452	27N - 112W	4 5	Lots 3,4, S½NW¼ Lot 2, S½NE¼				
	28N - 112W	33	SW¼	438.93	2½	A	
W-05749	27N - 112W	10 11 12 13	Lot 1, NE¼NW¼, S½NE¼ N½ S½NW¼, SE¼ E½	1104.26	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0339101	27N - 112W	1 2 3 12	S½ Lot 8, NE¼SW¼, S½NW¼, SW¼ Lots 1,6,7,10,11 NW¼	912.90	5	A	
W-056702	27N - 112W	10	Lots 4,5	57.61	3	A	
W-046701	27N - 113W	35	E½	320.00	.675 20.075	A	50% to top of the Hilliard Formation 100% to top of the Nugget Formation
WS 0-22646	26N - 113W	1	All of original Section (Ft. Remuvey Lot 37)	656.71	22½	A	100% below top of the Hilliard Formation
W-046780	27N - 113W	4	Lots 2,3, S½NE¼	120.10	20.075 on deep 26.075 on shallow	A	Full operating rights
E-022935	26N - 112W	5	Lots 5,6	23.55	0	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
E-022931	26N - 112W 27N - 112W	5 8 29	Lots 4, ,10, ,13, SW¼NW¼ Lots 1,2,4,5,6,7,11, NW¼NE¼ Lots 2,3,4,5,8,9,10,11,12	608.78	1*	A,	12½% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
	26N-112W	5	Lots 7, 11				50% Interest

Serial Number	Type & Nos.	Section	Description	Total Acreage	% Cost	Subject to Prod. Payment	Remarks
NM 0-11134	26N - 11W	12	All	657.64	0	A	100% below the base of the Mesaverde formation 50% above the base of the Mesaverde formation
NM 0-11136	26N - 11W	24	N½N½ (Lot 38), N½SW¼ (Lot 40)	203.74	0	A	" "
NM 0-11137	26N - 11W	24	S½N½	163.05	0	A	" "
NM 0-11135	26N - 11W	13	All	665.84	0	A	" "
M-024793	26N - 11W	14 22 23 26	SE¼NW¼, SW¼ E½NE¼, SW¼NE¼, SE¼NW¼ Lots 1,2,3,4, N½W½ Lots 1,2,3,4	598.70	4	A	" "
M-036054	27N - 11W	27	N½NE¼	80.00	4	A	" "
M-02275	26N - 11W	22	NE¼NW¼, W½SE¼, NE¼SE¼	160.00	5	A	" "

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-050361 (cont.)			portion of the bed of the Green River adjacent to Lot 6, T26N-R11W	1.075	0	A,	
U-049959	26N - 11W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	A	100% below the base of the Mesaverde Formation 50% Above the base of the Mesaverde Formation
U-02487-A	26N - 11W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	A,	
Athol L. & Nellie Mae Stotts Kenneth Bartlett Mary Maxine Delaney et al Florence Vickery et al	27N - 11W	29	Lots 1,6, S½NE¼	164.44	0	A,	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% CIR	Subject to Prod. Payment	Remarks
William J. & Verda Mathews	26N - 112W	8	Lots 8,9,10, S½SW¼	125.82	0	A,	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
U-03916)	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3, 4,5,8,9,10,11,12	119.89	3	A,	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
Delmer C. Larson	26N - 112W	8	Lots 8,9,10, S½SW¼	125.82	0	A,	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
Robert L. & Mildred M. Miller	29N-111W	6	Lots 6, 7, E½SW¼, SE¼				
		7	NE¼, E½W½, Lots 1, 2, 3, 4				
	29N-112W	1	Lots 2, 3, 4, SW¼NE¼, S½NW¼, S½				
		2	Lots 1, 2, 3, 4, S½N½				
			S½				50% Shallow, 100% Deep
		3	Lots 1, 2, 3, 4, S½N½, S½				" " " "
		4	Lots 1, 2, 3, 4, S½N½, E½SW¼, SE¼				
		5	Lot 1, SE¼NE¼				
		9	NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼				
		10	N½N½, S½NW¼, N½SW¼				50% Shallow, 100% Deep
		11	NW¼NE¼, N½NW¼				" " " "
	30N-112W	32	SE¼SE¼				
		33	S½				
		34	S½NE¼, S½				
		35	W½NE¼, W½SE¼				
		36	SW¼, W½SE¼	5,705.69			

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% CPR	Subject to Prod. Payment	Remarks
U-035077	28N - 112W	32	E½NE¼, SW¼NE¼, E½	520.00	2½	A	
E-021354	29N - 112W	33 34	SE¼, E½NE¼ All	800.00	3	A	
E-021355	29N - 112W	32 33	E½ W½NE¼, W½	720.00	3	A	100% in all zones
		32	E½W½	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
E-021470	29N - 112W	29	W½SW¼	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		27 28 29	All All E½, NW¼, E½SW¼	1840.00	3	A	100% in all zones
Wm.J. & Mamie McGinnis	28N-112W	17	S½N½, NW¼SE¼, N½SW¼, SW¼SW¼				100% in all zones 75% Shallow, 100% Deep
		18	NW¼SE¼, S½SE¼, Lot 4, SE¼SW¼				100% in all zones
			NE¼SE¼				50% Shallow, 100% Deep
		19	NW¼NE¼	597.01	0	A	100% in all zones

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E - 026175	20N - 112W	4 8 9	All E/2, E/2SW/4 All	1821.20	3	A	
McGinnis,A. et al	20N - 112W	19	Lot 2, SE/4NW/4	75.97	0	A	
W -020778	20N - 114W	27	SE/4	640.00	2.5	A	
		35	E/2, NW/4				
W - 05689	27N - 114W	2 3 4	All Lots 1,2,3,4, S/2N/2, E/2S/2 Lots 1,2,3,4, S/2N/2	2480.44	1	A	25% Working Interest
	28N - 114W	33 34 35	N/2SE/4, S.2S/2 All SW/4				
W - 05690	27N - 114W	10 11 12 14 15	N 2,N.2 SW/4, SE/4 SW/4, SE/4 All W/2NW/4, NW/4SW/4 All N/2	2320.00	1	A	25% Working Interest

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
- 05691	27N - 114W	3 4 5 9 10	S/2S/2 S/2 Lots 5,6,13,14,15,16,23,24 E½E½,W½NE¼,NW¼SE¼,NW¼ SW¼SW¼	1253.83	1	A	25% Working Interest
Bertagnolli, H., Et Vir	27N - 114W	1	Lots 1,2,3,4, S/2 N/2	321.00	0	A	50% Working Interest
E - 09156B	26N - 113W	5 8 9	E½SE¼ NE¼,N½SE¼,SE¼,E½NW¼ NW¼,N½SW¼,SW¼SW¼	400.00	10.25	A	100% Working Interest
WS 63-11625	26N - 113W	16	All	640.00	10% of 8/8	A	100% Working Interest
W - 0322521	26N - 113W	9	SE¼SW¼	40.00	0	A	100% Working Interest

LINCOLN AND SUBLETTE COUNTIES, WYOMING

Lease Number	Twn & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-02274	30N-113W	13 24	$NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$	560.00	6	A	100% 50% Shallow, 100% Deep
W-02274-A	30N-113W	13	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	7	A	100%
E-024538-A	30N-113W	13	$SW\frac{1}{4}$	160.00	$6\frac{1}{2}$	A	50% Shallow, 100% Deep
W-0127851	30N-113W	13	$SW\frac{1}{4}NE\frac{1}{4}$ $SE\frac{1}{4}$	200.00	$3\frac{1}{2}$	A	100% in all zones 50% Shallow, 100% Deep
E-024445	30N-112W	19	$E\frac{1}{2}SW\frac{1}{4}$	80.00	6%	A	100%
W- 27641	30N-112W	19	$E\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$	360.00	6%	A	100%
W-16769	30N-112W	19	Lots 1,2,3,4	58.48	6	A	100%
E-024526A	30N-112W	30	$NE\frac{1}{4}NW\frac{1}{4}$	40.00	$6\frac{1}{2}$	A	50% Shallow, 100% Deep
W-05504	30N-113W	14	$NE\frac{1}{4}SE\frac{1}{4}$ $E\frac{1}{2}NE\frac{1}{4}$	120.00	6	A	50% ShaHow, 100% Deep 100%
W-27645	30N-113W	10 14 22	$E\frac{1}{2}$, $SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$				100% " "
		10 14	$NW\frac{1}{4}NW\frac{1}{4}$ $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	1400.00	6	A	35.01% ORR only 67.5% ORR only

Lease Number	Twp. & Range	Section	Description	Total Acreage	%ORR	Subject to Prod. Payment	Remarks
EV-024966	30N-113W	23	S½,E½NE¼	400.00	5	A	100% in all zones
		23	SW¼NW¼,E½NW¼,W½NE¼	200.00			12.5% ORR convertible to 50% W.I. APO
EV-024966A	30N-113W	23	NW¼NW¼	40.00	6	A	50% Shallow, 100% Deep
E-024526	30N-112W	30	NW¼NW¼NE¼,S½NW¼NE¼				50% Shallow, 100% Deep
		30	NE¼NW¼NE¼	40.00	6	A	100% in all zones
W-27642	30N-112W	30	SE¼NE¼				50% Shallow, 100% Deep
		30	NE¼NE¼	80.00	6	A	100% in all zones
EV-026056	26N-112W	11	S½, S½NW¼,NE¼NW¼, NE¼				50% Shallow, 100% Deep
		14	E½				" " " "
			NW¼				25% " " "
			SW¼	1240.00	2	A	1/16 ORR convertible to 25% W.I. APO
W-16770	29N-112W	6	Lot 5, S½NE¼,SE¼NW¼ NW¼SE¼	173.61	6		50% from the Surface to 4230'
							100% below 4230'
	30N-112W	30	SW¼NE¼	40.00			1/16 of 8/8ths ORR BPO
							25% W.I. APO
							100% Deep Rights
			Lots 1,2,3,4,SE¼	752.88			25% from the Surface to 3893'
		31	Lots 1,2,3,4,E½W½,E½				100% Below 3892'

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-038682	26N-113W	2	Lot 5	40.00		A	100% Operating Rights in Frontier Formation only
	27N-113W	35	W½	320.00			" " "
E-022932	26N-112W	2	NW¼SE¼				1/8 ORR convertible to 50% APO
			W½, E½E½, W½NE¼, SW¼SE¼				100% Deep Rights
		3	All				50% Shallow, 100% Deep
		4	All				" " "
		9	SW¼				100% All Depths
			E½, NW¼				
		11	NW¼NW¼	2572.04	2	A	50% Shallow, 100% Deep
W-036663	29N-113W	17	SW¼NW¼, E½W½, N½NE¼, SW¼NE¼, W½SE¼				50% Shallow, 100% Deep
			SE¼NE¼				1/8 ORR convertible to 50% APO
			NE¼SE¼	480.00	3	A	31.3% ORR convertible to 50% W.I. after 400% payout shallow rights only 100% deep

NOTES:

* Overriding royalty as indicated denotes that U. S. Government royalty for the subject lease is subject to increase if average production per well per day exceeds 5,000 MCF of gas or 50 barrels of oil (for leases Evanston 021978 and 07555), and, for lease Evanston 07671B, if average production per day exceeds 3,000 MCF of gas or if average production per day per well exceeds 20 barrels of oil. (page 39)

** Shallow rights as indicated refer to interest in zones from the surface down to 1500 feet above the top of the Frontier formation. (pages 36, 37, 38)

*** Deep rights as indicated refer to interest in zones below 1500 feet above the top of the Frontier formation. (pages 37, 38, 39, 44)

GPR GPR refers to Gas Purchase Rights. (pages 21, 22, 26, 28, 29)

ORR ORR refers to Overriding Royalty.

Y Y denotes that subject operating rights are subject to a production payment, in the original sum of $75,000.00, payable out of two and one-half percent (2½%) of production from these operating rights and other operating rights subject thereto. (page 39)

Prior Liens The Chimney Butte Wells #4, 5, 6, 7, 10, 12, 13, and the C-22 Well and approximately 320 acres surrounding each of these wells are subject to a first and Prior Lien previously created, to El Paso Natural Gas Company, upon 50% of Belco Petroleum Corporation's interest in these wells. El Paso Natural Gas Company is entitled to 50% of Belco Petroleum Corporation's share of the gross proceeds from these wells until such time as repayment has been made for advance made by El Paso Natural Gas Company in accordance with a Gas Purchase Agreement dated November 14, 1957, by and between El Paso Natural Gas Company as Buyer and Belco Petroleum Corporation as Seller. (pages 22, 25, 26, 31, 32, 33)

Z Z signifies lands subject to a Production Payment previously reserved by Carl-Pat Company in the original amount of $245,880.40 payable out of five percent (5%) of all oil and gas produced, saved and marketed from such properties more particularly described in the Agreement dated May 16, 1957, by and between Carl-Pat Company and Belco Petroleum Corporation. (pages 43, 44, 45)

A — A signifies lands subject to a Production Payment previously conveyed to Retlaw Corporation on December 24, 1969, in the original sum of Ten Million Dollars ($10,000,000.00) Primary-Amount plus a Secondary Amount, equal to 5/8 of 1% over the minimum commercial lending rate charged from time to time by Morgan Guaranty Trust Company of New York, on the outstanding balance of the Primary Amount, from time to time remaining unpaid, payable out of the excess of 75% of all (8/8ths) oil and gas in and under and that may be produced, saved and marketed from such properties over the amounts payable with respect to the Production Payment conveyed to Retlaw Corporation of June 28, 1967, in the original sum of $13,000,000.00, limited to daily amounts of $5,000.00 through December 31, 1970, $7,000.00 from January 1, 1970 through December 31, 1971, and $11,000.00 from and after January 1, 1972 until same has been satisfied.

(1) Belco's working interest as shown is subject to a 25% carried working interest after payout (pages 58, 59)

(2) Out of the overriding royalties as indicated, Belco bears a proportionate part of only 6.25% (page 58)

X — X denotes overriding royalties equal to 12.5% of 7/8 as to gas and 6.25% of 7/8 as to oil. (pages 5, 9)

W — W denotes overriding royalties equal to 6.25% of 7/8 as to oil and gas. (page 9)

T — T denotes overriding royalties equal to 6.25% of 7/8 as to oil and gas but does not include the Burke #1 well (page 8)

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Milton Schilling and Donna Schilling, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand and no/100- - - -

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 4th day of March, 19 74, before me personally appeared
Milton Schilling and Donna Schilling

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

Grace Lacy
NOTARY PUBLIC

GRACE DAUP - Notary Public
County of Lincoln State of Wyoming
Commission Expires Oct. 5, 1977

My commission expires on the 5th day of October A.D. 19 77

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of ..... } ss.

On this ..... day of ....., 19....., before me perso...

to me personally known, who, being by me duly sworn, did say that he is the ..... o...

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this ..... day of ....., A.D. 19.....

Notary Public.

My commission expires on the ..... day of ..... A.D. 19.....

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING,
County of ..... } ss.

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A.D. 19....., and duly recorded in Book ..... on Page .....

County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk.

No. ..... Fees, $.....

MORTGAG[redacted] FORM NO. [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Royce W. Hansen and Diana Hansen, husband and wife,

mortgagor S., of Sublette County, State of Wyoming, to secure the payment of Two Thousand and Six and 35/100ths ($2006.35) - - - - Dollars, due June 1, 1975 with interest from Aug. 1, 1974 at the rate of 7 per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to Surveyor Scherbel, Ltd.

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Three and Eleven of Little Piney Sub-division as the same appears of record in the office of the County Clerk and ex-officio register of deeds.

140872

RECORDED March 7 19 74 9:00 A M
IN BOOK 25 Mortgages PAGE 654
FEES $3.00 Cleora R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois L. Yake Deputy

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than no Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this day of February A. D. 19 74.

In the presence of

Royce W. Hansen

Diana F. Hansen

State of WYOMING)
County of SUBLETTE) ss.

by Royce W. Hansen and Diana Hansen

The foregoing instrument was acknowledged before me/this 5th day of February, 1974.

Witness my hand and official seal.

JO ANN MAHONEY — NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 27 September 1976

John A Bohney
Title of Officer

My Commission Expires: 27 September 1976

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of) ss.

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A. D. 19 ..... and duly recorded in Book ..... on Page .....

County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk

No. ..... Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BILLY R. and EILEEN DOCKHAM, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

---Seventeen thousand and no/100 ---------- Dollars, due 4-10-84

with interest from date at the rate of ten per cent per annum, payable annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract in NE¼ NW¼, Section 23, T37N, R113W,
Book 14 of Deeds, Pages 523 & 524.

Fifteen±(15±) acres.

140364

RECORDED March 15 19 74 9:00 A M
IN BOOK 25 Mortgages PAGE 656
FEES $3.00 Anne E Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois L Clarke Deputy

Rlse Bk 9 Pg 8

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than ---Seventeen thousand ---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee ---------- legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 10th day of March A. D. 19 74.

In the presence of

+ Billy R Dockham

+ Eileen Dockham

5

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me this 13th day of March, 19 73.
By Billy R, Dockham and Eileen Dockham
Witness my hand and official seal.

Helen L. O'Brien — Notary Public
County of Sublette — State of Wyoming
My Commission Expires Nov. 17, 1977

Helen L. O'Brien
Notary Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of _____)

This instrument was filed for record at _____

o'clock_____M., on the_____

day of_____A. D. 19____

and duly recorded in Book_____

on Page_____.

County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk

No._____ Fees, $_____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Vane E. Gilliam and Karen H. Gilliam and Valeda M. Gilliam and Stacy V. Gilliam dba Hillcrest Trailer Court

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Forty-Eight Thousand Seven Hundred Fifty and no/100---------- Dollars, due March 25, 1984 with interest from date at the rate of 9 1/2 per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, Payable $630.82 on the 25th day of April, 1974 and onthe 25th day of each succeeding month

Vane E. Gilliam and Karen H. Gilliam and Valeda M. Gilliam and Stacy V. Gilliam do hereby mortgage to The First National Bank of Kemmerer, Kemmerer, Wyoming, a national corporation organized and existing under the laws of the United States mortgagee, of Lincoln County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 31;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 40;

Marbleton Townsite, Wyoming.

140999

RECORDED March 15 1974 10:40 A M
IN BOOK 24 Misc PAGE 658
FEES $3.00 Dorothy C Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Forty-Eight Thousand Seven Hundred Fifty Dollars Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 13th day of March A.D. 19 74.

Stacy V. Gilliam
Valeda M. Gilliam
Karen H. Gilliam
Vane E. Gilliam

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 13th day of March, 19 74, before me personally appeared Vance E. Gilliam and Karen H. Gilliam and Valeda M. Gilliam and Stacy V. Gilliam

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

.....

My commission expires on the 5th day of September A.D. 19 74

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of ..... } ss.

On this ..... day of ....., 19....., before me personally appeared

.....

to me personally known, who, being by me duly sworn, did say that he is the ..... of

.....

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this ..... day of ....., A.D. 19.....

.....
Notary Public.

My commission expires on the ..... day of ..... A.D. 19.....

MORTGAGE DEED

FROM

.....

TO

.....

THE STATE OF WYOMING,
County of ..... } ss.

This instrument was filed for record at .....

o'clock ..... M., on the .....

day of ..... A.D. 19.....,

and duly recorded in Book .....

on Page .....

No. .....

By .....
County Clerk and Ex-Officio Register of Deeds.

.....
Deputy Clerk.

Fees, $ .....

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

VANCE GILLIAM aka VANCE E. GILLIAM and KAREN H. GILLIAM, husband and wife, and VERNIE GILLIAM, a single woman,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of SIXTEEN THOUSAND and No/100 ($16,000.00) - - - - - Dollars, due 3/15/79 with interest from 3/15/74 at the rate of eight (8%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 60 equal monthly installments of $324.43, which include interest at the rate of 8% per annum, first payment due April 15, 1974 do hereby mortgage to GARRY EIDEN and KAY EIDEN, husband and wife, as tenants of an estate by the entireties with full right of survivorship mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Six (6), Seven (7), Eight (8) and Nine (9), Block Seventeen (17) of the Marbleton Townsite as the same appears of record on the map or plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States Patents; SUBJECT TO easements and rights of way of record or in use; and SUBJECT TO prior mineral reservations of record, if any.

141065

RECORDED March 15 1974 12:30 P M
IN BOOK 25 Mtge PAGE 660
FEES $3.00 Grace R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Abst. 5 - p 2

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than None Dollars during the life of this mortgage, in favor of and payable to the mortgagee S, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee S their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 15th day of March A. D. 19 74.

In the presence of

Vance E. Gilliam

Karen H. Gilliam

Vernie Gilliam

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 15th day of March, 1974, by Vance E. Gilliam, Karen H. Gilliam ~~and Vernie Gilliam~~

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E. Sievers
Title of Officer
Notary Public

My Commission Expires: 4/22/74

STATE OF _____)
) ss,
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Vernie Gilliam this _____ day of _____, 1974.
Witness my hand and official Seal.

_____

_____
Title

My Commission Expires;

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____ A. D. 19____ and duly recorded in Book _____ on Page _____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $ _____

[redacted]—FORM NO. [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STACY V. GILLIAM and VaLEDA GILLIAM, husband and wife, and VANCE E. GILLIAM and KAREN H. GILLIAM, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of SIXTEEN THOUSAND and No/100 ($16,000.00) - - - - - Dollars, due 3/15/79 with interest from 3/15/74 at the rate of eight (8%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in 60 equal monthly installments of $324.43, which include interest at the rate of 8% per annum, first payment due April 15, 1974 do hereby mortgage to GARRY EIDEN and KAY EIDEN, husband and wife, as tenants of an estate by the entireties with full right of survivorship mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Thirteen (13) through Twenty-four (24), Block Thirty-one (31) and Lots One (1) through Twenty-four (24), Block Forty (40), Marbleton Townsite, as the same appear of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO easements and rights of way of record or in use; SUBJECT TO reservations and restrictions contained in United States Patents; and SUBJECT TO prior mineral reservations of record.

This is a second mortgage, subject to a first mortgage from the above described mortgagors to the First National Bank of Kemmerer, Kemmerer, Wyoming, a national corporation organized and existing under the laws of the United States, dated March 13, 1974 and recorded this 15th day of March, 1974, in Book 25 of Mortgages at page 658.

141007

All rec on pg 658

RECORDED March 15 1974 3:10 P M
IN BOOK 25 Mtgs PAGE 662
FEES $3.00 Norma R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than None Dollars during the life of this mortgage, in favor of and payable to the mortgagee S, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee S their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 15th day of March A. D. 1974.

In the presence of ~~XXXXXXXXXXX~~

Vance E. Gilliam — Stacy V. Gilliam

Karen H. Gilliam — VaLeda Gilliam

Rel'd Bk 10 pg 300

State of Wyoming }
} ss.
County of Sublette }

The foregoing instrument was acknowledged before me this 15th day of March, 1974,
by Stacy V. Gilliam and VaLeda Gilli
and by Vance. E. Gilliam and Karen H. Gilliam
Witness my hand and official-seal.

Helen L. O'Brien
Title of Officer
Notary Public

My Commission Expires: _____

Helen L. O'Brien — Notary Public
County of Sublette
State of Wyoming
My Commission Expires Nov. 17, 1977

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

This instrument was filed for record at _____ o'clock ____M., on the _____ day of _____, A. D. 19____ and duly recorded in Book _____ on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

[redacted] [redacted] [redacted]

REAL ESTATE MORTGAGE FORM FLB 758-PP (6-72)

Date March 5, 1974

Cecil E. Skorcz (also known as Cecil Edward Skorcz) and Fern Rita Skorcz (also known as Fern R. Skorcz), husband and wife, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

	SEC.	TWP.	RG.
That part of the NE¼ NE¼ described as follows: Commencing at a point North 28 degrees 21 minutes West 1999.7 feet from the East One-Quarter Corner of Section 10, thence South 01 degrees 44 minutes West 200.0 feet to a point, thence North 88 degrees 16 minutes West 220.0 feet to point, thence North 01 degrees 44 minutes West 200.0 feet to a point, thence South 88 degrees 16 minutes East 220.0 feet to the point of beginning - - - - - - - - - - - - - - -	10	30N	112 W. 6th P.M.

141009

RECORDED March 15 19 74 3:30 P M.
IN BOOK 25 Mortgage PAGE 664
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Rose J. Clarke Deputy

together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and the furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of TWELVE THOUSAND AND NO/100 - DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of April, 1994. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

Corrected 26 Mtg
Page 12

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the rate of ten percent per annum.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the rate of ten percent per annum, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

Cecil E. Skorcz (SEAL) _____ (SEAL)

Fern R. Skorcz (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 25th day of March, A.D., 1974 before me, a Notary Public in and for said County and State, personally appeared Cecil E. Skorcz and Fern Rita Skorcz, husband and wife,

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires Oct. 26, 1977

Richard H. Rindels
RICHARD H. RINDELS
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only
Loan No. _____
Permanent No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was filed for record at _____ o'clock, ____M., on the _____ of _____, 19__, and duly indexed and recorded in Book _____, _____, of the Real Estate Mortgage records.

_____
County Recorder/Register of Deeds

_____
Deputy

$ _____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT F. CRAMER and DOROTHY M. CRAMER, husband and wife

mortgagor_s_, of Sublette County, State of Wyoming, to secure the payment of

---Seven thousand seventy and 80/100 ---------- Dollars, due 3-25-79
in 59 monthly installments of $118.00 and one installment of $108.80.
with interest from date at the rate of 14.13 per cent per annum, payable annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lots One (1), Two (2), Three (3) and Four (4), Block Forty-four (44) of the Marbleton Townsite as the same appear of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appeartaining;
SUBJECT TO reservations and restrictions contained in United States Patents; and,
SUBJECT TO easements and rights of way of record or in use.

141045

RECORDED March 19 19 74 9:00 A.M.
IN BOOK 25 Mortgage PAGE 666
FEES $ 3.00 Anne L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor_s_ agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Seven thousand seventy and 80/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 22nd day of February A. D. 19 74.

In the presence of

X Robert F. Cramer

X Dorothy M. Cramer

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 22nd day of February, 1974.

Witness my hand and official seal.

Title of Officer

[illegible] Notary Public
County of Sublette
State of Wyoming
My Commission Expires Nov. 17, 1977

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

This instrument was filed for record at _____ o'clock ____ M., on the _____ day of _____ A. D. 19__ and duly recorded in Book _____ on Page _____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $ _____

MORTGAGE

THIS MORTGAGE, made this 20th day of March, 19 74, between
Glenn W. Wise and Margaret F. Wise, husband and wife,
of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

The Jackson State Bank, Jackson, Wyoming

of Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Eighteen Thousand Eight Hundred Seventy Nine and 71/100----------

($18,879.71) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lots 3, 4, 5 & 6, Block 2, Original Townsite to the
Town of Pinedale, Sublette County, Wyoming

141092

Rel. Bk 9, Pg 278

RECORDED March 22 19 74 9:00 A M
IN BOOK 25 Mortgage PAGE 668
FEES $ 4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou J Yake Deputy

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Eighteen Thousand Eight Hundred Seventy Nine and 71/100-------

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($ 18,879.71) Dollars, together with interest thereon at the rate of nine & one-half per cent (9 1/2%) per annum from March 20, 1974, until paid, according to the conditions of one promissory note, dated March 20, 1974, the ultimate maturity date of which is 1March 20, 1988, which promissory note was executed and delivered by Glenn W. Wise and Margaret F. Wise, husband and wife, and payable at the rate of $ 203.82, payment to apply first to interest and then to principal, beginning April 20, 1974.

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than----------

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($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or forclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption. and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Glenn W. Wise

Glenn W. Wise

Margaret F. Wise

Margaret F. Wise

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Teton } ss.

On this 20th day of March, 1974, before me personally appeared

Glenn W. Wise and Margaret F. Wise, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: December 24, 1976

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

[redacted] [redacted] [redacted]

[redacted]—FORM NO. 43 [redacted] [redacted]

SECOND MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN FAYAL AND PATRICIA A. FAYAL, Husband and Wife

mortgagor s, of Natrona County, State of Wyoming, to secure the payment of $3,000.00 Dollars, due April 1, 1973 with interest from April 1, 1972 at the rate of seven per cent per annum, payable once annually evidenced by one promissory note, of even date herewith, Due when property sells or no later than 4-1-73.

do hereby mortgage to

ROBERT H. HIGGINS AND CAROL M. HIGGINS, Husband and Wife

mortgagee, of Natrona County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

That part of the SW/4 SW/4 of Section 20 and the NW/4 NW/4 of Section 29, T34N, R109W, Sublette County, Wyoming described as follows: Beginning at a 3/8"x12" steel spike on the north right-of-way line of the Cora-Pinedale County Road, S51°-00'E, 298.6 feet from the southwest corner of said Section 20 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T34N R110W S19 1 S20 1965";
S30 1 S29
thence N50°-24'E, 452.5 feet to a point identical with the southeast corner of that tract of land now belonging to Laurie Frank Swartz; thence S89°-56'W, 290.4 feet along the said Swartz land to a point identical with the southwest corner of said Swartz land and the southeast corner of land now belonging to Francis R. Swartz; thence continuing S89°-56'W, 290.4 feet along the said Swartz land to a point on the west line of said Section 20, identical with the southwest corner of said Swartz land; thence S00°-04'E, the base bearing for this survey, 100.0 feet along the said west line to the said southwest corner of Section 20; thence S00°-39'W, 44 feet, along the west line of said Section 29 to the intersection with the said north right-of-way line; thence Southeasterly, 274 feet, along the said right-of-way line being the arc of a curve to the right to the place of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; encompassing an area of 2.2 acres, more or less; all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County.

141132

RECORDED March 26 19 74 9:00 AM
IN BOOK 25 Mortgage PAGE 672
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $10,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee s, and in case the mortgagor s shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee s may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee s, their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum ~~Dollars~~, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 1st day of April A. D. 19 72.

In the presence of

x John Fayal

x Patricia A Fayal

Released Bk 9
Pg 35

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Natrona } ss.

On this 1st day of April, 1972, before me personally appeared John Fayal and Patricia A. Fayal, Husband and Wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

JACQUKLINE J. FRY – Notary Public
County of Natrona
State of Wyoming
My Commission Expires May 27, 1973

Jacqueline J. Fry
NOTARY PUBLIC

My commission expires on the 27th day of May A. D. 19 73.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of A. D. 19.

Notary Public.

My commission expires on the day of A. D. 19.

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted]

First National Bank
National Association

CONSUMER CREDIT DIVISION
Office 2100 South
Address 910 West 2100 South
City Salt Lake City Zip 84104

[redacted] [redacted]

SPACE ABOVE FOR RECORDER'S USE

TRUST DEED

THIS TRUST DEED, made this 27 day of March, 19 74, between

DON RICHARDS LINCOLN MERCURY, INC.,

as TRUSTOR, whose address is 2469 South State Street (STREET & NUMBER) Salt Lake City (CITY), Utah (STATE) and Zions First National Bank, National Association, Salt Lake City, Utah, as TRUSTEE, and Zions First National Bank, National Association, as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, as prescribed by the laws of the State of Utah, the following described property, situated in Sublette County, State of ~~Utah~~ Wyoming:

Township 35 North, Range110 West of the 6th P.M., Section 32 E/2 SE/4 Ne/4, Except Mineral rights, and roads to be platted and recorded with the county recorder
(Containing 5 acres more or less)

Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 33, Township 35 North, Range 110 Westof the 6th Principle Meridian. Reserving all oil, gas and mineral rights.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof.

FOR THE PURPOSE OF SECURING payment of the indeptedness evidenced by a promissory note of even date herewith, in the principal sum of $ 22,000.00. Trustor shall pay all taxes and assessments and all prior liens and encumbrances affecting said property. In case of default, Trustor shall pay attorneys fees and costs.

Upon default by Trustor in the payment of any indeptedness secured hereby, Trustee, at the request of the Beneficiary, may, at its option (1) declare the entire unpaid principal balance immediately due and payable and foreclose this Trust Deed as a Mortgage, or (2) record notice of default and cause said property to be sold at private Trust Deed sale which procedures shall be in accordance with the laws of the State of Utah.

RECORDED April 3 1974 11:30 A M
IN BOOK 25 Mortgage PAGE 674
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Lyke Deputy

Don Richards Pres.

Lyle Richards

STATE OF UTAH)
: ss:
County of Salt Lake)

141218

On the 27 day of March, 1974, personally appeared before me, the signers of the above instrument who duly acknowledged to me that they executed the same.

Lois Lyke
Notary Public
Residing in Salt Lake City, Ut.

My Commission Expires:
11-20-74

FORM 4-1 3 73 3M

Rlsd. Bk 20 Rel. pg. 562 10-30-00

671

142224

OCT 1970
Acceptable to Federal National Mortgage Association

(13x1 BK 19 Rel page 5
5/2/95

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 3rd day of April ,

19 74 , RONALD JAY GOODMAN and JANET GOODMAN, husband and wife, who,

whether one person or more, are herein called MORTGAGOR whose address is Pinedale, Wyoming,

hereby MORTGAGES

to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America

whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

All of the East one-half of Lot 3, and all of the West one-fourth of Lot 4, of the Bloom Subdivision as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of ---------- TWENTY-FIVE THOUSAND ---------- DOLLARS
EIGHT AND ONE-FOURTH

($ 25,000.00) with interest at the rate of / per centum (8 1/4 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of ONE HUNDRED NINETY-SEVEN and 12/100 DOLLARS

($ 197.12), commencing on the 1st day of May , 19 74 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of April, 1999 ,

. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	346	633
Big Horn	262	79	Niobrara	42	143
Campbell	173	161A	Park	9	1
Carbon	536	358	Platte	1	182
Converse	447	339	Sheridan	2	3
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123	and recorded July 22, 1969 in Laramie County		

And a copy thereof was delivered to Mortgagor.

[redacted] [redacted] [redacted]

RONALD JAY GOODMAN, Mortgagor

JANET GOODMAN, Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 3rd day of April , 19 74 , before me personally appeared RONALD JAY GOODMAN and JANET GOODMAN, husband and / wife , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t h ey executed the same as their free act and deed.

FAYE HARMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1975

My commission expires on the day of , 19 .

Notary Public

Recorded
BK 32 Pg. 251

Rec'd 6 11 pm 502

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Shirley L. Frazier, an unmarried [illegible] and Louis L. O'Brien, a single

woman

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

---Twenty-four thousand five hundred and no/100 ---------- Dollars, payable in 84

monthly installments of $325.00, principal and interest, final payment due 7/1/84

with interest from date at the rate of nine per cent per annum, payable monthly

as evidenced by one promissory note, or even date herewith,

do hereby mortgage to

State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Section Eleven (11), Township Thirty (30) North, Range One Hundred Eleven (111) West of the Sixth (6th) Principal Meridian: W½W½E½SE¼;

Together with all water and water rights, ditches and ditch rights and together will all improvements and appurtenances thereunto appertaining; Subject to reservations and restrictions contained in United States Patents; and to easements and rights of way of record or in use.

RECORDED April 1 1974 9:47 A.M.
IN BOOK 25 Mortgage PAGE 677
FEE $3.00 Anna R Clark
SUBLETTE COUNTY TREASURER
by Linda L Lyerla Deputy

The mortgagor S agree to pay the indebtedness hereby secured and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty four thousand five hundred dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee [illegible] legal proceedings or otherwise may proceed pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 1st day of March A. D. 19 74.

In the presence of

[redacted] [redacted] [redacted]

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..
} ss.

This instrument was filed for record at
o'clock .M. on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk.

Fees, $

State of
County of Carbon
} ss.

The foregoing instrument was acknowledged before me this 15th day of March, 19 74.

Witness my hand and official seal.

Notary
Title of Officer

My Commission Expires:

Released
County Rec
Pg 134

HOBACK RANCHES, a Wyoming corporation - - -
Mortgagor of Afton County of Lincoln State of Wyoming,
hereby mortgage to
Star Valley State Bank

Mortgagee of Afton, Wyoming
for the sum of One hundred twenty five thousand & no/100 dollars ($125,000.00)
the following described tract of land in Sublette County, State of Wyoming
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Section 4; N½N½ Section 9; all in Township 36 North, Range 112 West, 6th Principal Meridian, Wyoming.

144206
RECORDED April 4 19 74 AT 10:05 AM
IN BOOK 25 Mortgages PAGE 679
FILED BY Anna R Child COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Mrs Linda Epsch Deputy

This mortgage is given to secure the following indebtedness: two notes of even date herewith - $112,500.00 and $12,500.00 - payable at the times and place and with the reates of interest specified in the notes.

This mortgage is intended to cover the rents and profits of said property, and consent is hereby given after default, for the appointment of a receiver by any competent court and the receiver is hereby authorized to rent the said property and apply the proceeds on this obligation.

The Mortgagors agree to keep the buildings now on said premises or hereafter erected thereon fully insured against loss by fire in some fire insurance company approved by the mortgagee, with loss, if any, payable to mortgagee, during the life of this mortgage.

The Mortgagors also agree to pay all taxes and assessments on said premises, including any assessments that may be levied on water rights or shares of stock held in connection therewith, or held as collateral with the above note; also any tax that may be assessed by reason of this mortgage or the debt secured thereby, and reasonable attorney's fees in case of foreclosure, or the commencement of any legal proceedings for foreclosure of the same, and said attorney's fees shall be added to the amount due on this mortgage, and made a lien on the premises described herein. In case of default in the payment of any sum covenanted to be paid, either the principal or interest when the same shall become due and payable, or in case of default in the performance of any covenant herein contained, the whole amount of this indebtedness secured herein may be immediately declared due and payable, and to bear interest as provided in the instrument evidencing the debt secured by this mortgage, and this mortgage foreclosed at the option of the legal holder.

WITNESS the hands of said mortgagor, this 20th day of March A. D. 19 74

Signed in the presence of

HOBACK RANCHES

By Doyle F. Child President

By Robert D. Child Secretary

STATE OF Wyoming
County of Lincoln } ss

On the 20th day of March
A. D. 19 74 personally appeared before me

Doyle F. Child and Robert D. Child who, being by me duly sworn, did say that they are the President & Secretary, respectively, of the Hoback Ranches and that the said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the aforesaid officers acknowledged to me that said corporation executed the same.

the signer of the within instrument, who duly acknowledged to me that he executed the same, as their free act and deed.

Notary Public

My commission expires: July 25, 1976

RECORDING DATA
Entry No. Fee $
RECORDED [ ] INDEXED [ ]
PLATTED [ ] ABSTRACTED [ ]
COMPARED [ ] DELIVERED [ ]

MAX C. ROBINSON

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FRANCES M. JOHNSON, a single woman,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of THIRTY THOUSAND Dollars, due 4/5/75 with interest from date at the rate of ten (10) per cent per annum, payable at maturity annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE, Pinedale, Wyoming

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

$S\frac{1}{2}SW\frac{1}{4}$ Section 2;
$S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Section 10;
$W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Section 11;
$NE\frac{1}{4}NW\frac{1}{4}$ Section 14;
$W\frac{1}{2}NE\frac{1}{4}$ Section 15;
Township 30 North, Range 114 West, 6th P. M. Wyoming,
containing 640 acres;
together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States Patents; and
SUBJECT TO easements and rights of way of record or in use.

142570

RECORDED April 5 1974 10:00 A.M.
IN BOOK 25 Mortgages PAGE 680
FEES $3.00 Lena R. Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
per Treva J. Epsten Deputy

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 5rd day of April A. D. 19 74.

In the presence of

Frances M. Johnson
Frances M. Johnson

Rec. Bk-239

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Frances M. Johnson ,

, ,

this 3rd day of April , 19 74 .

Witness my hand and official seal.

Nancy M. Kenyon
Signature

Notary Public
Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of)

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROY A. COMSTOCK and SHARON COMSTOCK, husband and wife

mortgagor S., of Sublette County, State of Wyoming, to secure the payment of four thousnad eight hundred two dollars & 04/100 Dollars, due 4-10-77 with interest from 4-1-74 at the rate of 11.96 per cent per annum, payable 36 monthly evidenced by one promissory note, of even date herewith, do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

The West one-half (W/2) of Lot Four (4), and all of Lot Five (5), Block One (1) of the Shelter Park Townsite as the same appears on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

AND TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents.

plad Bk 9 Pg 185

FILED
RECORDED April 5 1974 10:30 A.M.
IN BOOK 25 Mortgage PAGE 682
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Carol L. Clarke Deputy

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $4,802.04 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 1st day of April A. D. 1974.

In the presence of

Roy A. Comstock
ROY A. COMSTOCK

Sharon L. Comstock
SHARON COMSTOCK

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Roy A. Comstock
Sharon Comstock,
this 1st day of April, 19 74.

Witness my hand and official seal.

Nancy M. Kenyon
Signature

Title of Officer

My Commission Expires: 2-17-75

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of)

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE

THIS MORTGAGE is made this 5th day of April, 19 74, between the Mortgagor, SULENTA CONSTRUCTION COMPANY, INC. A WYOMING CORPORATION (herein "Borrower"), and the Mortgagee, Cheyenne Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, whose address is Box 252 Green River, Wyoming 82935 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY SEVEN THOUSAND FIVE Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ;

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of SUBLETTE , State of Wyoming:

LOTS 9 and 10, BLOCK 20, HENNICK ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

[redacted]

RECORDED April 5 1974 4:30 P. M.
IN BOOK 25 Mortgage PAGE 684
FEES $ 5.00 Anne K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Lynch Deputy

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant

WYOMING—[illegible]

684 Real Est Mtg 302

and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium

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and, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Sharla Christopherson Sulenta
-Borrower

John M. Sulenta
-Borrower

Attest: Norma E. Sulenta
Secretary

Pine Street

Pinedale, Wyoming
Property Address

State of WYOMING }
County of SWEETWATER } ss.

The foregoing instrument was acknowledged before me by

JOHN M. SULENTA [redacted]

this 5TH day of April, 19 74.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 21, 1976

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this 5th day of April, 19 74, between the Mortgagor, Donald W. Baughman an unmarried person and Mary Lou Baughman an unmarried person (herein "Borrower"), and the Mortgagee, Cheyenne Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, whose address is Box 252 Green River, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY FIVE THOUSAND EIGHT HUNDRED FIFTY AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 5, 2004;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of SUBLETTE, State of Wyoming:

Those portions of the Northwest Quarter of the Northwest Quarter of Section 25 and the Northeast Quarter of the Northeast Quarter of Section 26, Township 33 North, Range 109 West, lying north of U. S. Highway 187, which are particularly described as follows:
Beginning at the Northwest corner of said Section 25; Thence S89°42.5'E along the north line of Section 25 a distance of 581.20 feet;
Thence S35°04'W a distance of 819.75 feet to a point on the northerly right-of-way line of U. S. Highway 187;
Thence N54°56'W along said right-of-way line a distance of 139.21 feet to a point on the west line of said Section 25;
Thence N54°56'W, continuing along the northerly right-of-way line of U.S. Highway 187 a distance of 676.02 feet to the most southerly corner of that tract previously conveyed to Ray Brazell;
Thence N35°04'E along the southeasterly boundary of said Brazell tract a distance of 180.5 feet to a point on the north line of said Section 26;
Thence N89°59'E along said north line of Section 26 a distance of 660.0 feet to the point of beginning.

116235

RECORDED April 5 19 74 4:30 P.M.
IN BOOK 25 Mortgage PAGE 688
FEES $ 5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lilia Q Clark Deputy

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant

WY-Mortgage—FHLMC/FNMA—1/73—1 to 4 Family

and defend generally the title to the Property against all claims and demands, subject to any encumbrances and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium,

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unit, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium, leasehold or planned unit development, the by-laws and regulations of the condominium project and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

[illegible] Lender [illegible]

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Donald W. Baughman — Borrower

Mary Lou Baughman — Borrower

Pinedale, Wyoming

Property Address

State of WYOMING)
) ss.
County of SWEETWATER)

The foregoing instrument was acknowledged before me by DONALD W. BAUGHMAN AN UNMARRIED PERSON AND MARY LOU BAUGHMAN AN UNMARRIED PERSON

this 5th day of April, 1974

Witness my hand and official seal.

Notary Public

My Commission Expires: June 21, 1976

[redacted] [redacted] [redacted]

MORTGAGE

STACY V. GUILLEM and VALEDA GUILLEM

of Sublette County, State of Wyoming, to secure the payment of

Twenty Thousand and no/100---------- Dollars, due April 8, 1984

from date at the rate of Nine & 1/2 per cent per annum, payable monthly

as evidenced by 1 promissory note, of even date herewith, Payable $258.80 on the 8th day of May, 1974, and on the 8th day of each succeeding month

Stacy V. Guillem and Valeda Guillem do hereby mortgage to

First National Bank of Lawrence, Kansas, Wyoming, a national corporation organized and existing under the laws of the United States

of Kemmerer, Lincoln County, State of Wyoming the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Two (2) and Three (3), Covell Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States Patenats; and SUBJECT TO rights of way and easements of record or in use; and TOGETHER WITH rights to wells.

141381

Filed for Record the 10 day of April A.D. 1974 at 1:30 P.M.
and recorded in Book 25 Misc. on page 692
of the records of Sublette County, Wyoming
By Lucile Clarke Deputy

The said mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty Thousand and no/100---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay such taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants or agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on said real property, and out of the proceeds of such sale he shall pay, all sums due hereunder, together with all costs of said foreclosure, and a reasonable attorney's fee of Dollars, as attorney's fees.

The said mortgagors hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Witness the hand of said mortgagors this 8th day of April A.D. 19 74.

Recorded Bk 9 Pg. 30

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 5th day of April, 19 74, before me personally appeared
Stacy V. Gillian and Valeda Gillian

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, the day and year in this certificate first above written.

My commission expires on the 5th day of September A.D. 19 74.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of } ss.

On this day of, 19, before me personally appeared

personally known, who, being by me duly sworn, did say that he is the

of the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of, A.D. 19.

Notary Public.

My commission expires on the day of A.D. 19.

FILED FOR RECORD

This instrument was filed for record at

o'clock of

County of

STATE OF WYOMING } ss.

and duly recorded in Book

day of A.D. 19

on Page

No.

Fee $

By

County Clerk and Ex-Officio Clerk of District Court

Deputy Clerk.

Fee, $

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STUART M. MCKINLEY and BARBARA C. MCKINLEY, husband and wife

mortgagors, of Sublette County, State of Wyoming, to secure the payment of

Thirty-eight thousand (38,000.00)---------- Dollars, due 4-10-89

with interest from 4-4-74 at the rate of 9½ per cent per annum, payable 180 monthly

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

First National Bank of Pinedale

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 33 North, Range 111 West of the 6th P. M.

Section 2: $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$

Together with all improvements and appurtenances thereunto appertaining.

RECORDED Oct. 15 1974 AT 2:24 P.M.
IN BOOK 25 Mortgage PAGE 694
MARY Ann K. Clark COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Lois L. Eyers Deputy

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $38,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said premises, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

I hereby relinquish and waive all rights under and by virtue of the homestead exemption laws of said state.

Dated this 4th day of April A. D. 19 74.

In the presence of:

STUART M. MCKINLEY

BARBARA C. MCKINLEY

Released 4-24-80 pg 234

State of Wyoming)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by Stuart M. Schilling

this 11th day of April, 19 74.

Witness my hand and official seal.

Signature

My Commission Expires: 10-14-75

FILED FOR RECORD

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of)

This instrument was filed for record at ___ o'clock ___ M., on the ___ day of ___ A. D. 19___ and duly recorded in Book ___ on Page ___.

County Clerk and Ex-Officio Register of Deeds.

By ___
Deputy Clerk

No. ___ Fee, $ ___

ASSIGNMENT OF MORTGAGE

Bulletin, Buffalo, Wyo.—5C-4-52

KNOW ALL MEN BY THESE PRESENTS: That Louise C. Lawrence, Executrix of the Estate of FRANK EDWARD LAWRENCE, deceased of the first part in consideration of the sum of Seven Thousand and no/100 DOLLARS to her in hand paid by Wyoming Bank & Trust Company of Buffalo, Wyoming of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 1st day of August, in the year One Thousand Nine Hundred and Sixty-Four made by C. A. Thompson in favor of Frank E. Lawrence and Louise C. Lawrence, husbank and wife and conveying the

See Exhibit "A" attached hereto and made a part hereof by reference.

Section No. 21, in Township No. 30N, in Range No. 105, West of the 6th P. M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of County Clerk & Ex-Officio Register of Deeds in the said County of Sublette on the 2nd day of October, in the year of 19 64, in Book 18 of Mortgages, at page 617 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisons in the said Indenture of Mortgage contained.

In Witness Whereof, I hereunto set my hand and seal this 10th day of April in the year One Thousand Nine Hundred and Seventy Four.

In the presence of

(L. S.)

Louise C. Lawrence (L. S.)
Executrix of the Estate of
FRANK EDWARD LAWRENCE, deceased

(L. S.)

(Wyoming law requires witness to signature on release of Mortgage)

STATE OF WYOMING }
County of ss.

141470

RECORDED April 18 1974 9 oc A.M
IN BOOK 25 Mortgage PAGE 696
FEES 3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yates Deputy

On this day of , 19 , before me personally appeared Louise C. Lawrence, Executrix of the Estate of FRANK EDWARD LAWRENCE, deceased

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 9th day of June A. D. 1974

Notary Public

County of
State of Wyoming
My Commission Expires Mar. 7, 1977

My commission expires on the 7th day of March A. D. 1977

EXHIBIT "A"

E½SW¼, SE¼, Section 17; NE¼NE¼, S½NE¼, SE¼NW¼, NE¼SE¼, Section 20; NW¼NE¼, S½NE¼, NW¼, N½SW¼, Section 21; Township 30 North, Range 105 West of the Sixth Principal Meridian, Sublette County, Wyoming, together with all improvements located upon the above lands, and all appurtenances belonging or appertaining thereto; and all easements, water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and rights to the use of all water, ditches and reservoirs used in connection with or appertaining to the above described lands; and together with all grazing permits and permits and privileges for the grazing of livestock and appurtenant to the above described lands.

Subject, however, to the provisions of United States patents and all reservations and exceptions of record,and subject further to all easements and rights of way of record or in actual use.

Subject to mortgage appearing in Book 17 of Mortgage Records in the office of the Clerk of Sublette County, Wyoming, at page 254, executed by Frank E. Lawrence and Louise C. Lawrence, husband and wife, as mortgagors, to The Connecticut Mutual Life Insurance Company of Hartford, Connecticut, under date of March 18, 1964.

MORTGAGE FORM NO. 4-A

MORTGAGE

THIS MORTGAGE, made this 12th day of April, 1974, between Richard W. Douglas and Anita M. Douglas, husband and wife, of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and the Rock Springs National Bank, a United States banking corporation, doing business at Rock Springs, of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Twenty-five Thousand and No/100 - - -

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of *Twenty-five Thousand and No/100* - - -

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Richard W. Douglas

Anita M. Douglas

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of *Sweetwater* } ss.

On this *12th* day of *April*, 19*74*, before me personally appeared

Richard W. Douglas and Anita M. Douglas, husband and wife,

to me known to be the person*s* described in and who executed the foregoing instrument, and acknowledged that *they* executed the same as *their* free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: *May 24, 1977*

Linda Yarbrough

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires: