

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
AFFECTING UNITED STATES OIL AND GAS LEASES

DISTRICT LAND OFFICE - CASPER, WYOMING

KNOW ALL MEN BY THESE PRESENTS: I, S. A. CHORNEY, 1110 Lincoln Tower Building, 1350 Lincoln Street, Denver, Colorado 80203, Assignor, as a gift, without consideration being expected or requested, does hereby convey, transfer, assign and deliver without warranty, express or implied, unto CASPER COLLEGE FOUNDATION, a non-profit corporation organized under the laws of the State of Wyoming, 125 College Drive, Casper, Wyoming 82601, Assignee, all of Assignor's right, title and interest in and to those certain overriding royalties set forth on Exhibit "A", attached hereto and made a part hereof, on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described thereon covering lands situated in Sublette County, State of Wyoming, and under any extension or renewal thereof, together with all Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED this 29th day of November, 1972.

S. A. Chorney
S. A. Chorney

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF DENVER) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of November, 1972, personally appeared S. A. Chorney, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Stephen L. Cunningham
Notary Public

My commission expires:

134835

August 21, 1976

FILED	SPRING 26	1973	9:15 A.M.
BY	49	OIL & GAS	1
WITNESSES	James R. Clark		
	By James R. Clark		

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

<u>Lease Serial No.</u>	<u>Description</u>	<u>Percent GR</u>
Wyoming 0310670	Township 31 North, Range 114 West Section 2: Lots 3, 4, SW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$	3% of 8/8ths
Wyoming 0310670-A	Township 31 North, Range 114 West Section 23: SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	2% of 8/8ths

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
AFFECTING UNITED STATES OIL AND GAS LEASES

DISTRICT LAND OFFICE - CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That DOROTHY CHORNEY, 1110 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80203, Assignor, as a gift, without consideration being expected or requested, does hereby convey, transfer, assign and deliver without warranty, express or implied, unto CASPER COLLEGE FOUNDATION, a non-profit corporation organized under the laws of the State of Wyoming, 125 College Drive, Casper, Wyoming 82601, Assignee, all of Assignor's right, title and interest in and to those certain overriding royalties set forth on Exhibit "A", attached hereto and made a part hereof, on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described thereon covering lands situated in Sublette County, State of Wyoming, and under any extension or renewal thereof, together with all Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED this 29th day of November, 1972.

Dorothy Chorney
Dorothy Chorney

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of November, 1972, personally appeared Dorothy Chorney, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

August 21, 1976

7104956

EXHIBIT "A"
 SUBLETTE COUNTY, WYOMING

<u>Lease Serial No.</u>	<u>Description</u>	<u>Percent ORR</u>
Wyoming 0311649-A	Township 28 North, Range 111 West	2% of 8/8ths
	Section 15: $N\frac{1}{2}NE\frac{1}{4}$	
	Section 28: $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{2}SE\frac{1}{4}$	
	Section 33: $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$	

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Wyoming 8717

Sublette County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan, all of Casper, Wyoming

for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver with out warranty, express or implied, overriding royalty unto the following parties in and to the following

NAME	ADDRESS	PER CENT
R. J. Ackerman, inividually	P. O. Box 2775 Casper, Wyoming 82601	1.00
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	1.00
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	1.00

131607

Sublette County, Wyoming
49 Oil & Gas
W. A. Sears, Jr.
J. J. Sullivan
R. J. Ackerman

Being in all a total of an undivided three percent of eight-eighths (3% of 8/8ths)

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West, 6th P.M.
Section 29: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
containing 600.00 acres more or less

This assignment of overriding royalty is in conformance with and not in addition to the overriding royalty reserved in that certain assignment of oil and gas lease W-8717 dated December 18, 1968 between Assignor and Mountain Minerals Company, approved effective January 1, 1969, recorded in Book 47 O&G, Page 517 records of Sublette County, Wyoming.

~~o.k. Sweden~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXX~~

WITNESS our hands this 2nd day of December 1969

Witnesses:

R. J. Ackerman
R. J. Ackerman, individually and as
Attorney-in-Fact for W. A. Sears, Jr.
and J. J. Sullivan

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan

2nd day of December 1969

PART I

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
and for the assignment of assignment of Overriding Royalty

1. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
2. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file
3. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions Part II, Item 2)
3. Is the filing fee of \$10 attached? ☒ Yes See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December, 1969

R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.

Assignee's Signature

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

J. J. Sullivan

Casper, Wyoming

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalty or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 42 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee, or assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below the lines, the assignor's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the name showing as to citizenship and holdings of its members as required by 43 CFR 3102.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated, (2) that it is authorized to hold oil and gas leases, (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (4) percentage of voting stock and percentage of all stock owned by assignee or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. When evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee, giving the nature and extent of the interest of each, the nature of agreement between them, if any, and a copy of agreement, if any. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kintzel Printing Co.
154 N. CENTER
CASPER, WYOMING

State of WYOMING)

SS.

County of NATRONA)

The foregoing instrument was acknowledged before me by

R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan

this 2nd day of December, 1969.

Witness my hand and official seal.

My Commission expires:

Jan 1, 1970

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

1. NORTON STUBBS 971 1/2 S. 34th St. Wyoming 10508

DISTR. IN AND OVER: Chocoma

KNOW ALL MEN BY THESE PRESENTS, that I, Robert A. Beck, do hereby certify and acknowledge that James E. Beck, James E. Beck, Jr. and James E. Beck, III are my sons, and that I am their father.

Assignor (whether one or more) for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver with-out warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
R. J. Ackerman, individually	P. O. Box 2775 Casper, Wyoming 82601	1.00
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	1.00
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	1.00

24878

Being in all a total of an undivided three percent of eight-eighths (3% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West of the 6th P.M.
Section 32: Lots 3, 4, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
containing 299.86 acres more or less

This assignment of overriding royalty is in conformance with and not in addition to the overriding royalty reserved in that certain assignment of oil and gas lease W-10603 dated December 18, 1968 between Assignor and Mountain Minerals Company, approved effective January 1, 1969, recorded in Book 47 O&G, Page 532 of records of Sublette County, Wyoming.

[illegible]

WITNESS our hands this 2nd day of December 1969

Witnesses:

R. J. Ackerman, individually and as
Attorney-in-Fact for W. A. Sears, Jr.
and J. J. Sullivan

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by R. L. Gaborian, individually, and as attorney-in-fact for W. A. Sims, Jr. and J. J. Sullivan.

2nd day of December 1977

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
 Assignee hereby requests approval of assignment of Overriding Royalty

1. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
2. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
3. If a corporation, attach qualifications or if already on file, give serial number of case file
4. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions Part II Item 2)
5. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December, 1969

R. J. Ackerman
 R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.
 (Assignee's Signature)
 W. A. Sears, Jr.

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

J. J. Sullivan

Casper, Wyoming

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold in oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of mineral rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases, except as provided under the regulations 43 CFR 3102. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy lines, the assignee's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by officers or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kintner Printing Co.
 144 N. CENTER
 CASPER, WYOMING

State of WYOMING)

SS.

County of NATRONA)

The foregoing instrument was acknowledged before me by

R. J. Ackerman, W. A. Sears, Jr.

this 2nd day of December, 1969.

Witness my hand and official seal.

My Commission expires:

June 30, 1970

J. J. Sullivan
 Notary Public

[illegible]

DISTRICT LAND OFFICE - Chicago

_____ (the "Licensor"), for and on behalf of _____ (the "Licees"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, all right and royalty unto the following parties in the above entitled work:

J. J.
154353

Being in all a total of an undivided... three percent of eight-eighths (3% of 8/8ths)

..... overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 112 West of the 6th P.M.
Section 13: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $E\frac{1}{2}$
containing 480.00 acres more or less

This assignment of overriding royalty interest is conveyed as part of the 5% of 8/8ths overriding royalty interest reserved in the assignment dated August 23, 1967 between Assignor and Mobil Oil Corporation as Assignee and is not in addition thereto.

↓

↓

WITNESS our hands this 2nd day of December 1969

WITNESSES:

R. J. Ackerman, individually and as
Attorney-in-Fact for W. A. Sears, Jr.
and J. J. Sullivan

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan

Page 2nd _____ Date _____ December _____ 1989

Where, my mind and official seal.

Authors' Address

REQUEST FOR APPROVAL OF ASSIGNMENT OF Overriding Royalty
 Assignee hereby requests approval of assignment of Overriding Royalty

- 1a. Is the assignee over 21 years of age on the date of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No *(If "yes," specify kind)*
- c. If a corporation, attach qualifications or if already on file, give serial number of case file
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions Part II, Item 2)*
3. Is the filing fee of \$10 attached? ☒ Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December, 1969

R. J. Ackerman
 R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.
 (Assignee's Signature)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

J. J. Sullivan

Casper, Wyoming

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

- Use of form** - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
- Filing and number of copies** - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
- Effective date of assignment** - Assignment takes effect on the first day of the month following the date of filing, if approved.
- Overriding royalties or payments out of production** - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment** - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3109, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignor by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignor's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership), an agent must be appointed by a statement giving the name of the association, its membership and holdings of its members as compared to an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. **Statement of interests** - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kintzel Printing Co.
 THE M. CENTER
 CASPER, WYOMING

State of WYOMING

ss

County of NATRONA

The foregoing instrument was acknowledged before me by

R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan

this 2nd day of December, 1969.

Witness my hand and official seal.

My Commission expires:

March 26, 1974

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE Wyoming 3775

NOTICE TO LAND OWNERS

KNOW ALL MEN BY THESE PRESENTS that R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan, all of Casper, Wyoming

for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount shown:

NAME	ADDRESS	PER CENT
R. J. Ackerman, individually	P. O. Box 2775 Casper, Wyoming 82601	.50
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	.50
J. J. Sullivan - 134840	P. O. Box 1398 Casper, Wyoming 82601	.50

Being in all a total of an undivided one and one-half percent of eight-eighths (1-1/2% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 112 West of the 6th P.M.
Section 13: E $\frac{1}{2}$ W $\frac{1}{2}$
Section 24: E $\frac{1}{2}$ W $\frac{1}{2}$
containing 320.00 acres more or less

This assignment of overriding royalty interest is a conveyance of that part of the 2% overriding royalty not heretofore conveyed, which was reserved by Assignor in that certain assignment of oil and gas lease W-3775 dated August 23, 1967 between Assignor and Mobil Oil Corporation, recorded in Book 41 G&O, Page 642, records of Sublette County, Wyoming

WITNESS our hands this 2nd day of December, 1969.

Witnesses:

R. J. Ackerman, individually and as
Attorney-in-Fact for W. A. Sears, Jr.
and J. J. Sullivan

State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me by R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan

2nd day of December, 1969

SECRET - FOR APPROVAL OF ASSIGNMENT of Overriding Royalty Assignee: [blank] (reports approval of assignment of Overriding Royalty)

1. Is assignor over 21 years of age and a citizen of the United States? ☒ Yes ☐ No

2. Is the assignor a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file

3. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions Part II, Item 2)

4. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December, 1969

R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.

(Assignee's Signature)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

J. J. Sullivan

Casper, Wyoming

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or term of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3109, of which Section 3109 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(These are specified and are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below lines 1 and 2, the assignor's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same information as to citizenship and holding of its members as is required for an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by assignee or those having addresses outside the United States. If 10 percent or more of the stock is any class of stock or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee, giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kuntzel Printing Co.
134 N. CENTER
CASPER, WYOMING

State of WYOMING)

SS.

County of NATRONA)

The foregoing instrument was acknowledged before me by

W. A. Sears, Jr.

this 2nd day of December, 1969.

Witness my hand and official seal

My Commission expires:

December 20, 1970

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE Wyoming 2688-A

IN WITNESS WHEREOF, I, the said Assignor,

KNOW ALL MEN BY THESE PRESENTS, that R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan, all of Casper, Wyoming

do hereby acknowledge, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount as shown:

NASOL	ADDRESS	PER CENT
R. J. Ackerman, individually	P. O. Box 2775 Casper, Wyoming 82601	.50
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	.50
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	.50

W. A. Sears, Jr. 12.13.1969
W. A. Sears, Jr. 12.13.1969
W. A. Sears, Jr. 12.13.1969
W. A. Sears, Jr. 12.13.1969

Being in all a total of an undivided one and one-half percent of eight-eighths (1-1/2% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West of the 6th P.M.
Section 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$
containing 603.92 acres more or less

This assignment of overriding royalty interest is a conveyance of that part of the 2% overriding royalty, not heretofore conveyed, which was reserved by Assignor in that certain assignment of oil and gas lease W-2688-A dated August 23, 1967 between Assignor and Mobil Oil Corporation, recorded in Book 41 G&O, Page 627, records of Sublette County, Wyoming

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~

WITNESS our hands this 2nd day of December, 1969

Witnesses:

R. J. Ackerman
R. J. Ackerman, individually and as
Attorney-in-Fact for W. A. Sears, Jr.
and J. J. Sullivan

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan

2nd day of December, 1969

W. A. Sears, Jr.
W. A. Sears, Jr.

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
 Assignee hereby requests approval of assignment of Overriding Royalty

1. Is the assigner over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
2. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No *If "yes," specify kind*

c. If a corporation, attach qualifications or if already on file, give serial number of case file

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)*
3. Is the filing fee of \$10 attached? ☒ Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 240,000 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

It IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December, 1969

R. J. Ackerman
 R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.
 (Assignee's Signature)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

J. J. Sullivan
 Casper, Wyoming
 (Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. *Filing and number of copies* - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. *Overriding royalties or payments out of production* - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of assignment* - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases, except as provided under the regulations 43 CFR 3102. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee or assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy lines, the assignor's full name and mailing address, including zip code.

PART II

1. *Qualifications of assignee*
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the name, giving an address and holding of its members as a requirement of an individual.

(c) If assignee is a corporation it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and the percentage of voting stock and percentage of all stock owned by officers or those having addresses outside the United States; (4) 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder; a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference to serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee must set out the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Printed by the
 BUREAU OF LAND MANAGEMENT
 CASPER, WYOMING

State of WYOMING)

ss.

County of NATRONA)

The foregoing instrument was acknowledged before me by

R. J. Ackerman, W. A. Sears, Jr., and J. J. Sullivan

this 2nd day of December, 1969.

Witness my hand and official seal.

My Commission expires:

December 31, 1970

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Wyoming 2108

DISTRICT OF COLUMBIA Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan, all of Casper, Wyoming

do hereby assign (wherein to be noted for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in and to the following

NAME	ADDRESS	PER CENT
R. J. Ackerman, individually	P. O. Box 2775 Casper, Wyoming 82601	.75
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	.75
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	.75

January 26, 1969
44, 01, 15
Lynn H. Clark
County Clerk
Cheyenne, Wyo. County

Being in all a total of an undivided two and one-fourth percent of eight-eighths (2-1/4% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 112 West of the 6th P.M.
Section 24: W¹/₂W¹/₂
Section 25: W¹/₂
containing 480.00 acres more or less

This assignment of overriding royalty interest is a conveyance of that part of the 3% overriding royalty, not hereto conveyed, which was reserved by Assignor in that certain assignment of oil and gas lease W-2108 dated August 23, 1967 between Assignor and Mobil Oil Corporation, recorded in Book 41 O&G, Page 630, records of Sublette County, Wyoming.

Section Township Range containing

WITNESS our hands this 2nd day of December, 1969

Witnesses:
R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan

this 2nd day of December, 1969

Notary Public

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
Assignee hereby requests approval of assignment of Overriding Royalty1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ Nob. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No If "yes," specify kind:

c. If a corporation, attach qualifications or if already on file, give serial number of case file

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2.3. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

It IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December

, 19 69

R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.

(Assignee's Signature)

J. J. Sullivan

Casper, Wyoming

(Address, include zip code)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3106. Oil and gas leases are governed by the regulations 43 CFR 3106, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee.
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same knowledge as to citizenship and holdings of its members as is required for an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3106.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kintzel Printing Co.
124 N. CENTER
CASPER, WYOMINGState of WYOMING

SS.

County of NATRONA

The foregoing instrument was acknowledged before me by

J. J. Sullivan, W. A. Sears, Jr., and R. J. Ackermanthis 2nd day of December, 1969

Witness my hand and official seal.

My Commission expires:

Notary Public

KINZEL, RUDOLF
 1925
 1925

KNOW, that MENNY and/or PRUDENIS are a "Partner, Attorney, and/or Agent" of W. A. Sears, Jr., as well as Sullivan, all of Casper, Wyoming.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following party or parties as shown:

NAME	ADDRESS	PER CENT
R. J. Ackerman, individually	P. O. Box 2775 Casper, Wyoming 82601	.75
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	.75
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	.75

Being in all a total of an undivided two and one-fourth percent of eight-eighths.....
(2-1/4% of 8/8ths)..... overriding royalty on all of the oil,
gas and other hydrocarbon substances that may be produced, saved and marketed from the following described
lands situated in..... Sublette..... County, State of..... Wyoming....., under the above
designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West of the 6th P.M.
Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$
containing 401.04 acres more or less

This assignment of overriding royalty interest is a conveyance of that part of the 3% overriding royalty not heretofore conveyed, which was reserved by Assignor in that certain assignment of oil and gas lease W-2689 dated August 23, 1967 between Assignor and Mobil Oil Corporation, recorded in Book 41 O&G, Page 633, records of Sublette County, Wyoming.

~~XXXXXXXXXXXX~~

WITNESS our hands this 2nd day of December 1969

Witnesses:

R. J. Ackerman, individually and as
Attorney-in-Fact for W. A. Sears, Inc.,
and J. J. Sullivan

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. and J. J. Sullivan.

1. The first step is to identify the problem or question that needs to be answered.

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
 Assignee hereby requests approval of assignment of Overriding Royalty

a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No If "yes," specify kind:

c. If a corporation, attach qualifications or if already on file, give serial number of case file

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions Part II, Item 2)

3. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 240,000 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December

19 69

R. J. Ackerman, individually

with acknowledgment added

W. A. Sears, Jr.

(Assignee's Signature)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

J. J. Sullivan

Casper, Wyoming

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. **Use of form** — Use only for assignment of record title interest in oil and gas leases. Do not use for assignment of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. **Filing and number of copies** — File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 non-refundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. **Effective date of assignment** — Assignment takes effect on the first day of the month following the date of filing, if approved.
4. **Overriding royalties or payments out of production** — Describe in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. **Effect of assignment** — Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee or assignor.

SPECIFIC INSTRUCTIONS

(These are not specifications are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

1. **Qualifications of assignee**
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of all members of the association.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and the percentage of voting stock and percentage of all stock owned by officers or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. **Statement of interests** — Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kitco Printing Co.
104 N. CENTER
CASPER, WYOMING

Form 3106-5

State of WYOMING

SS.

County of NATRONA

The foregoing instrument was acknowledged before me by

R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan

this 2nd day of December, 1969.

Witness my hand and official seal.

Not Commission expires:

January 20, 1970

Notary Public

CASUALTY INFORMATION

1

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

[illegible][illegible]

19

... ..

Being in all a total of an undivided three percent of eight-eighths (3% of 8/8ths)

Township 27 North, Range 112 West of the 6th P.M.

This assignment of overriding royalty is a conveyance of all of Assignors' interest

```
XXXXXXXXXX.XXXXXXX.XN9876X.XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
```

WITNESS our hands this 2nd day of December 19 69

ADDRESS:

With Fox Chase

State of Wyoming

The foregoing instrument was acknowledged before me by Ruth Fox Sears

This 2nd day of December 1969

U.S. House of Representatives, 106th Congress, 1st Session

Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
 Assignee hereby requests approval of assignment of Overriding Royalty

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No *(If "yes," specify kind)*
- c. If a corporation, attach qualifications or if already on file, give serial number of case file
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)*
3. Is the filing fee of \$10 attached? ☒ Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of December

, 19 69.

with acknowledgment added

R. J. Ackerman

W. A. Sears, Jr.

(Assignee's Signature)

J. J. Sullivan

(Address, include zip code)

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

- Use of form** - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
- Filing and number of copies** - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
- Effective date of assignment** - Assignment takes effect on the first day of the month following the date of filing, if approved.
- Overriding royalties or payments out of production** - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment** - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases, except as provided under the regulations 43 CFR 3102. Oil and gas leases are governed by the regulations 43 CFR 3102, of which Section 3102 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below lines 5 and 6, the assignee's full name and mailing address, including zip code.

PART II

- Qualifications of assignee**
 - Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - If assignee is an individual, attach a statement (including a partnership agreement, if applicable) sworn to by a statement giving the same details as to citizenship and holdings of all members as is required in two copies, filed.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by shareholders or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, statement of serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. **Statement of interests** - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if any, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Mineral Planning Co.
111 N. PIERCE
CASPARI, WYOMING

State of WYOMING

SS.

County of NATRONA

The foregoing instrument was acknowledged before me by

W. A. Sears, Jr., and J. J. Sullivan

this 2 day of December, 1969.

Witness my hand and official seal.

My Commission expires:

December 20, 1970

Notary Public

RATIFICATION AND RENTAL PAYMENT ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT KENNETH FEAR, President of Fear Ranches, Incorporated, a Colorado Corporation, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the following described land in _____ County, _____, to-wit:

to _____
of the _____ Clerk _____ Records of _____ County, _____, is owned by _____
Thomas F. Stroock

Township 33 North, Range 111 West, 6th P. M.
Section 32: ~~SE 1/4, SW 1/4~~
Section 33: ~~NE 1/4, SE 1/4, SW 1/4~~
Section 34: ~~SE 1/4~~
Section 35: ~~NE 1/4, SE 1/4~~

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, we _____
James A. Greenwood, Jr., and Theron L. Greenwood, husband and wife;
Fear Ranches, Incorporated, a Colorado Corporation

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto _____ Thomas F. Stroock
subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Fear Ranches, Incorporated	Big Piney, Wyoming 83113 Deposit to: First National Bank Kemmerer, Wyoming 83101	\$ 275.00
James A. Greenwood, Jr. and Theron L. Greenwood	Big Piney, Wyoming 83113 Deposit to: State Bank of Big Piney Big Piney, Wyoming 83113	\$ 275.00

154851

RECORDED & INDEXED
JAN 24 1971
BY _____

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ day of _____, 1971.

WITNESSES: FEAR RANCHES, INCORPORATED

Kenneth Fear, President

(SEAL)

(SEAL)

INDIVIDUAL MEMORANDUM:

Given under my hand and official seal this 4th day of January, 19 73.

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

INDIVIDUAL ACKNOWLEDGMENT

Given under my hand and official seal this _____ day of _____, 19__.

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

10

When recorded, return to

CORPORATE ACKNOWLEDGMENT

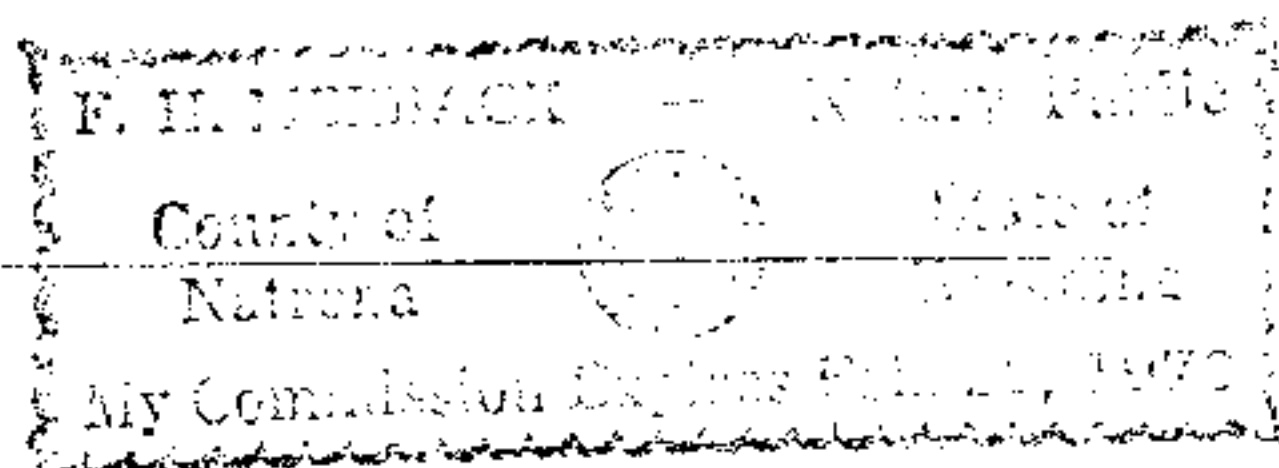
Given under my hand and official seal this 14th day of February, 1943.

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

NOTARY PUBLIC
COUNTY OF _____

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

Given under my hand and official seal this 11th day of January, 19 73



My Commission Expires: _____

F. H. Verbaack
Notary Public in and for said County and State,
residing at Casper, Wyoming

STATE OF _____)
COUNTY OF _____) SS.

INDIVIDUAL ACKNOWLEDGMENT

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

Given under my hand and official seal this _____ day of _____, 19 ____.

My Commission Expires: _____

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

AND RENTAL DIVISION ORDER	
From	To

KNOW ALL MEN BY THESE PRESENTS:

[illegible]

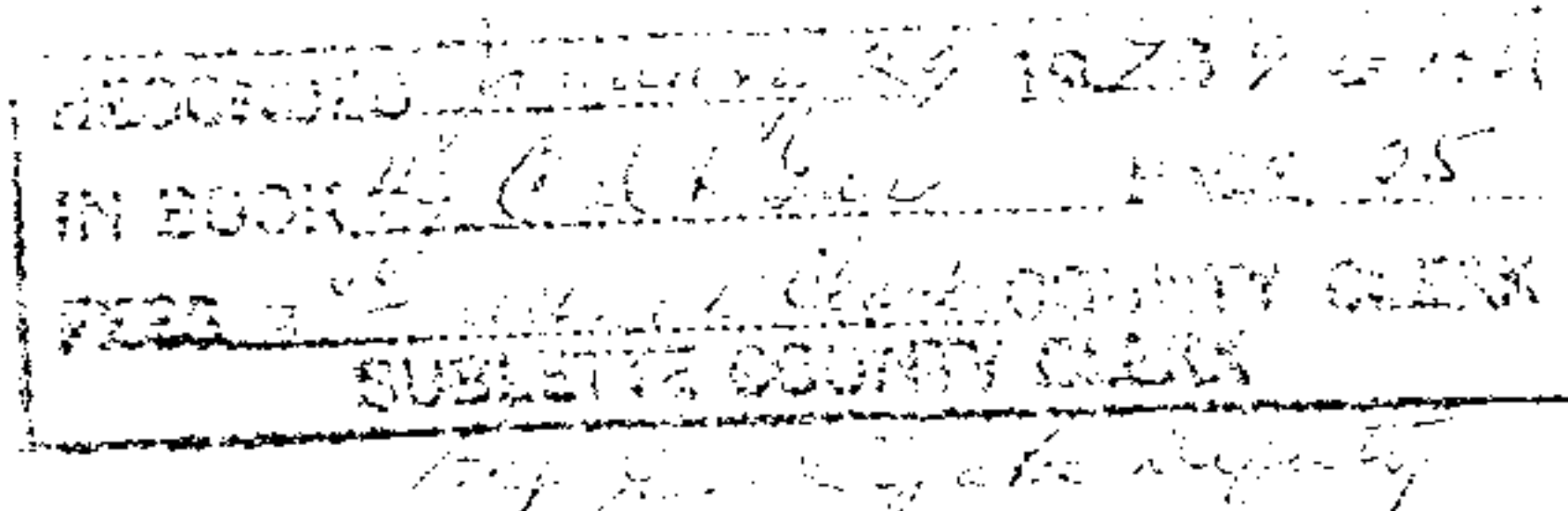
19-72, between Pearl Panchos, Incorporated, a Colorado Corporation

State of Illinois, described as follows:

Section 12: Security, 8/1/81, 36224

Section 13: NE, ENE, 15-20, 15-25

25,950



Tear Parches, Incorporated, a Colorado Corporation

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of April, 1972.

George Henry

[illegible]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned

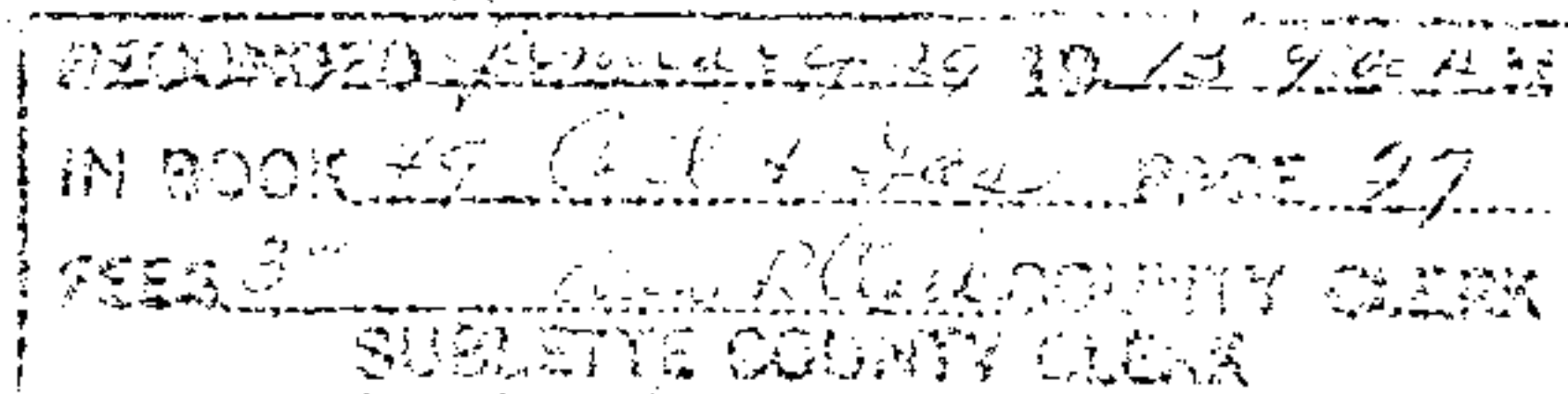
Thomas M. Stroock

do

hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 29th day of December,
19 72, between Fear Ranches, Incorporated, a Colorado Corporationas lessor, and Thomas M. Stroockas lessee, covering all of that certain tract of land situate in the county of CherokeeState of Wyoming, described as follows:

Tract in 35 North, Range 112 West, 6th P. M.
 Section 1: None
 Section 2: None
 Section 11: None
 Section 12: None
 Section 13: None
 Section 14: None

104854

and do hereby grant, lease and let the land described in said lease unto the above named lessee, his heirs, successors,

and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part

hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the

undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to

Fear Ranches, Incorporated, a Colorado Corporationhis heirs, successors, administrators or assigns, as provided in the lease above referred to.IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of January, 19 73

George Franz
 George Franz

W. J. J. J.
 W. J. J. J.

STATE OF WYOMING } ss.
COUNTY OF Park

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, F. H. Merback Notary Public, in and for said County and State, on this
10th day of January, 1923, personally appeared George Franz

and Ruth Franz, husband and wife

to me known to be the identical person s described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

F. H. MERBACK — Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1927

F. H. Merback Notary Public
Residing at Casper, Wyoming

STATE OF _____ } ss.
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this
_____ day of _____, 19____, personally appeared _____

and _____
to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public

Residing at _____

State of _____ } ss.
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public

My Commission expires _____

_____ at _____
_____ duly executed in
_____ this _____ day of _____
_____ County of _____
_____ State of _____

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned

George Franz and Ruth Franz, husband and wifedo
hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of December
19 72, between Pease Ranches, Incorporated, a Colorado Corporationas lessor, and Thomas F. Stroockas lessee, covering all of that certain tract of land situate in the county of SubletteState of Wyoming, described as follows:

Township 35 North, Range 111 West, 6th P. M.
 Section 7: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 215

ACKNOWLEDGMENT - INDIVIDUAL

I, _____, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Court.

In testimony whereof, I have hereunto set my hand and the seal of the Court at _____, this _____ day of _____, 19____.

_____, Clerk of the Court.

_____, Attorney at Law, for and on behalf of said County and State, on this _____ day of _____, 19____, personally appeared _____, George Franz

Mr. Frank, husband and wife

_____, to me known to be the identical person^S _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ^{they} _____ duly executed the same as ^{to their} _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 11-10-2017 - Notary Public

County of _____ State of _____
 Notary Public
 My Commission Expires Feb. 28, 2012

[Signature]
F. H. Herbeck Notary Public.
Casper, Wyoming
Residing at _____

Residing at _____

STATE OF _____ } ss.
COUNTY OF _____ }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

BEFORE ME, _____ a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

_____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

Residing at _____

Date of }
 Quantity of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this..... day of..... A. D. 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 in behalf of said corporation by authority of its Board of Directors, and saidacknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this..... day of....., A. D. 19.....

(S&A)

My Commission expires: _____

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

[illegible]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE... Wyoming 8717
DISTRICT LAND OFFICE. Cheyenne

KNOW ALL MEN BY THESE PRESENTS, that Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601

Assignor (whether or not more) for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount shown:

NAME	ADDRESS	PER CENT
R. J. Ackerman	P. O. Box 2775 Casper, Wyoming 82601	30.00% of 1.00%
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	30.00% of 1.00%
J. J. Sullivan	P. O. Box 1393 Casper, Wyoming 82601	30.00% of 1.00%
John P. Albanese	P. O. Box 1397 Casper, Wyoming 82601	10.00% of 1.00%

Being in all a total of an undivided one percent of eight-eighths (1% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West of the 6th P.M.
Section 29: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
containing 600.00 acres more or less

This assignment of overriding royalty interest is in addition to the 1% of 8/8ths overriding royalty interest reserved in the assignment dated September 27, 1967 between Clifford P. Hickok as Assignor and R. J. Ackerman as Assignee; and is in addition to the assignment of 3% overriding royalty interest dated December 2, 1969 between R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. et al, Assignor, and R. J. Ackerman et al, assignee; and is subject to assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and Allen True et al.

of Section ~~29~~ ~~30~~ ~~31~~ ~~32~~ ~~33~~ ~~34~~ ~~35~~ ~~36~~ ~~37~~ ~~38~~ ~~39~~ ~~40~~ ~~41~~ ~~42~~ ~~43~~ ~~44~~ ~~45~~ ~~46~~ ~~47~~ ~~48~~ ~~49~~ ~~50~~ ~~51~~ ~~52~~ ~~53~~ ~~54~~ ~~55~~ ~~56~~ ~~57~~ ~~58~~ ~~59~~ ~~60~~ ~~61~~ ~~62~~ ~~63~~ ~~64~~ ~~65~~ ~~66~~ ~~67~~ ~~68~~ ~~69~~ ~~70~~ ~~71~~ ~~72~~ ~~73~~ ~~74~~ ~~75~~ ~~76~~ ~~77~~ ~~78~~ ~~79~~ ~~80~~ ~~81~~ ~~82~~ ~~83~~ ~~84~~ ~~85~~ ~~86~~ ~~87~~ ~~88~~ ~~89~~ ~~90~~ ~~91~~ ~~92~~ ~~93~~ ~~94~~ ~~95~~ ~~96~~ ~~97~~ ~~98~~ ~~99~~ ~~100~~ ~~101~~ ~~102~~ ~~103~~ ~~104~~ ~~105~~ ~~106~~ ~~107~~ ~~108~~ ~~109~~ ~~110~~ ~~111~~ ~~112~~ ~~113~~ ~~114~~ ~~115~~ ~~116~~ ~~117~~ ~~118~~ ~~119~~ ~~120~~ ~~121~~ ~~122~~ ~~123~~ ~~124~~ ~~125~~ ~~126~~ ~~127~~ ~~128~~ ~~129~~ ~~130~~ ~~131~~ ~~132~~ ~~133~~ ~~134~~ ~~135~~ ~~136~~ ~~137~~ ~~138~~ ~~139~~ ~~140~~ ~~141~~ ~~142~~ ~~143~~ ~~144~~ ~~145~~ ~~146~~ ~~147~~ ~~148~~ ~~149~~ ~~150~~ ~~151~~ ~~152~~ ~~153~~ ~~154~~ ~~155~~ ~~156~~ ~~157~~ ~~158~~ ~~159~~ ~~160~~ ~~161~~ ~~162~~ ~~163~~ ~~164~~ ~~165~~ ~~166~~ ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171~~ ~~172~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181~~ ~~182~~ ~~183~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~ ~~188~~ ~~189~~ ~~190~~ ~~191~~ ~~192~~ ~~193~~ ~~194~~ ~~195~~ ~~196~~ ~~197~~ ~~198~~ ~~199~~ ~~200~~ ~~201~~ ~~202~~ ~~203~~ ~~204~~ ~~205~~ ~~206~~ ~~207~~ ~~208~~ ~~209~~ ~~210~~ ~~211~~ ~~212~~ ~~213~~ ~~214~~ ~~215~~ ~~216~~ ~~217~~ ~~218~~ ~~219~~ ~~220~~ ~~221~~ ~~222~~ ~~223~~ ~~224~~ ~~225~~ ~~226~~ ~~227~~ ~~228~~ ~~229~~ ~~230~~ ~~231~~ ~~232~~ ~~233~~ ~~234~~ ~~235~~ ~~236~~ ~~237~~ ~~238~~ ~~239~~ ~~240~~ ~~241~~ ~~242~~ ~~243~~ ~~244~~ ~~245~~ ~~246~~ ~~247~~ ~~248~~ ~~249~~ ~~250~~ ~~251~~ ~~252~~ ~~253~~ ~~254~~ ~~255~~ ~~256~~ ~~257~~ ~~258~~ ~~259~~ ~~260~~ ~~261~~ ~~262~~ ~~263~~ ~~264~~ ~~265~~ ~~266~~ ~~267~~ ~~268~~ ~~269~~ ~~270~~ ~~271~~ ~~272~~ ~~273~~ ~~274~~ ~~275~~ ~~276~~ ~~277~~ ~~278~~ ~~279~~ ~~280~~ ~~281~~ ~~282~~ ~~283~~ ~~284~~ ~~285~~ ~~286~~ ~~287~~ ~~288~~ ~~289~~ ~~290~~ ~~291~~ ~~292~~ ~~293~~ ~~294~~ ~~295~~ ~~296~~ ~~297~~ ~~298~~ ~~299~~ ~~300~~ ~~301~~ ~~302~~ ~~303~~ ~~304~~ ~~305~~ ~~306~~ ~~307~~ ~~308~~ ~~309~~ ~~310~~ ~~311~~ ~~312~~ ~~313~~ ~~314~~ ~~315~~ ~~316~~ ~~317~~ ~~318~~ ~~319~~ ~~320~~ ~~321~~ ~~322~~ ~~323~~ ~~324~~ ~~325~~ ~~326~~ ~~327~~ ~~328~~ ~~329~~ ~~330~~ ~~331~~ ~~332~~ ~~333~~ ~~334~~ ~~335~~ ~~336~~ ~~337~~ ~~338~~ ~~339~~ ~~340~~ ~~341~~ ~~342~~ ~~343~~ ~~344~~ ~~345~~ ~~346~~ ~~347~~ ~~348~~ ~~349~~ ~~350~~ ~~351~~ ~~352~~ ~~353~~ ~~354~~ ~~355~~ ~~356~~ ~~357~~ ~~358~~ ~~359~~ ~~360~~ ~~361~~ ~~362~~ ~~363~~ ~~364~~ ~~365~~ ~~366~~ ~~367~~ ~~368~~ ~~369~~ ~~370~~ ~~371~~ ~~372~~ ~~373~~ ~~374~~ ~~375~~ ~~376~~ ~~377~~ ~~378~~ ~~379~~ ~~380~~ ~~381~~ ~~382~~ ~~383~~ ~~384~~ ~~385~~ ~~386~~ ~~387~~ ~~388~~ ~~389~~ ~~390~~ ~~391~~ ~~392~~ ~~393~~ ~~394~~ ~~395~~ ~~396~~ ~~397~~ ~~398~~ ~~399~~ ~~400~~ ~~401~~ ~~402~~ ~~403~~ ~~404~~ ~~405~~ ~~406~~ ~~407~~ ~~408~~ ~~409~~ ~~410~~ ~~411~~ ~~412~~ ~~413~~ ~~414~~ ~~415~~ ~~416~~ ~~417~~ ~~418~~ ~~419~~ ~~420~~ ~~421~~ ~~422~~ ~~423~~ ~~424~~ ~~425~~ ~~426~~ ~~427~~ ~~428~~ ~~429~~ ~~430~~ ~~431~~ ~~432~~ ~~433~~ ~~434~~ ~~435~~ ~~436~~ ~~437~~ ~~438~~ ~~439~~ ~~440~~ ~~441~~ ~~442~~ ~~443~~ ~~444~~ ~~445~~ ~~446~~ ~~447~~ ~~448~~ ~~449~~ ~~450~~ ~~451~~ ~~452~~ ~~453~~ ~~454~~ ~~455~~ ~~456~~ ~~457~~ ~~458~~ ~~459~~ ~~460~~ ~~461~~ ~~462~~ ~~463~~ ~~464~~ ~~465~~ ~~466~~ ~~467~~ ~~468~~ ~~469~~ ~~470~~ ~~471~~ ~~472~~ ~~473~~ ~~474~~ ~~475~~ ~~476~~ ~~477~~ ~~478~~ ~~479~~ ~~480~~ ~~481~~ ~~482~~ ~~483~~ ~~484~~ ~~485~~ ~~486~~ ~~487~~ ~~488~~ ~~489~~ ~~490~~ ~~491~~ ~~492~~ ~~493~~ ~~494~~ ~~495~~ ~~496~~ ~~497~~ ~~498~~ ~~499~~ ~~500~~ ~~501~~ ~~502~~ ~~503~~ ~~504~~ ~~505~~ ~~506~~ ~~507~~ ~~508~~ ~~509~~ ~~510~~ ~~511~~ ~~512~~ ~~513~~ ~~514~~ ~~515~~ ~~516~~ ~~517~~ ~~518~~ ~~519~~ ~~520~~ ~~521~~ ~~522~~ ~~523~~ ~~524~~ ~~525~~ ~~526~~ ~~527~~ ~~528~~ ~~529~~ ~~530~~ ~~531~~ ~~532~~ ~~533~~ ~~534~~ ~~535~~ ~~536~~ ~~537~~ ~~538~~ ~~539~~ ~~540~~ ~~541~~ ~~542~~ ~~543~~ ~~544~~ ~~545~~ ~~546~~ ~~547~~ ~~548~~ ~~549~~ ~~550~~ ~~551~~ ~~552~~ ~~553~~ ~~554~~ ~~555~~ ~~556~~ ~~557~~ ~~558~~ ~~559~~ ~~560~~ ~~561~~ ~~562~~ ~~563~~ ~~564~~ ~~565~~ ~~566~~ ~~567~~ ~~568~~ ~~569~~ ~~570~~ ~~571~~ ~~572~~ ~~573~~ ~~574~~ ~~575~~ ~~576~~ ~~577~~ ~~578~~ ~~579~~ ~~580~~ ~~581~~ ~~582~~ ~~583~~ ~~584~~ ~~585~~ ~~586~~ ~~587~~ ~~588~~ ~~589~~ ~~590~~ ~~591~~ ~~592~~ ~~593~~ ~~594~~ ~~595~~ ~~596~~ ~~597~~ ~~598~~ ~~599~~ ~~600~~ ~~601~~ ~~602~~ ~~603~~ ~~604~~ ~~605~~ ~~606~~ ~~607~~ ~~608~~ ~~609~~ ~~610~~ ~~611~~ ~~612~~ ~~613~~ ~~614~~ ~~615~~ ~~616~~ ~~617~~ ~~618~~ ~~619~~ ~~620~~ ~~621~~ ~~622~~ ~~623~~ ~~624~~ ~~625~~ ~~626~~ ~~627~~ ~~628~~ ~~629~~ ~~630~~ ~~631~~ ~~632~~ ~~633~~ ~~634~~ ~~635~~ ~~636~~ ~~637~~ ~~638~~ ~~639~~ ~~640~~ ~~641~~ ~~642~~ ~~643~~ ~~644~~ ~~645~~ ~~646~~ ~~647~~ ~~648~~ ~~649~~ ~~650~~ ~~651~~ ~~652~~ ~~653~~ ~~654~~ ~~655~~ ~~656~~ ~~657~~ ~~658~~ ~~659~~ ~~660~~ ~~661~~ ~~662~~ ~~663~~ ~~664~~ ~~665~~ ~~666~~ ~~667~~ ~~668~~ ~~669~~ ~~670~~ ~~671~~ ~~672~~ ~~673~~ ~~674~~ ~~675~~ ~~676~~ ~~677~~ ~~678~~ ~~679~~ ~~680~~ ~~681~~ ~~682~~ ~~683~~ ~~684~~ ~~685~~ ~~686~~ ~~687~~ ~~688~~ ~~689~~ ~~690~~ ~~691~~ ~~692~~ ~~693~~ ~~694~~ ~~695~~ ~~696~~ ~~697~~ ~~698~~ ~~699~~ ~~700~~ ~~701~~ ~~702~~ ~~703~~ ~~704~~ ~~705~~ ~~706~~ ~~707~~ ~~708~~ ~~709~~ ~~710~~ ~~711~~ ~~712~~ ~~713~~ ~~714~~ ~~715~~ ~~716~~ ~~717~~ ~~718~~ ~~719~~ ~~720~~ ~~721~~ ~~722~~ ~~723~~ ~~724~~ ~~725~~ ~~726~~ ~~727~~ ~~728~~ ~~729~~ ~~730~~ ~~731~~ ~~732~~ ~~733~~ ~~734~~ ~~735~~ ~~736~~ ~~737~~ ~~738~~ ~~739~~ ~~740~~ ~~741~~ ~~742~~ ~~743~~ ~~744~~ ~~745~~ ~~746~~ ~~747~~ ~~748~~ ~~749~~ ~~750~~ ~~751~~ ~~752~~ ~~753~~ ~~754~~ ~~755~~ ~~756~~ ~~757~~ ~~758~~ ~~759~~ ~~760~~ ~~761~~ ~~762~~ ~~763~~ ~~764~~ ~~765~~ ~~766~~ ~~767~~ ~~768~~ ~~769~~ ~~770~~ ~~771~~ ~~772~~ ~~773~~ ~~774~~ ~~775~~ ~~776~~ ~~777~~ ~~778~~ ~~779~~ ~~780~~ ~~781~~ ~~782~~ ~~783~~ ~~784~~ ~~785~~ ~~786~~ ~~787~~ ~~788~~ ~~789~~ ~~790~~ ~~791~~ ~~792~~ ~~793~~ ~~794~~ ~~795~~ ~~796~~ ~~797~~ ~~798~~ ~~799~~ ~~800~~ ~~801~~ ~~802~~ ~~803~~ ~~804~~ ~~805~~ ~~806~~ ~~807~~ ~~808~~ ~~809~~ ~~810~~ ~~811~~ ~~812~~ ~~813~~ ~~814~~ ~~815~~ ~~816~~ ~~817~~ ~~818~~ ~~819~~ ~~820~~ ~~821~~ ~~822~~ ~~823~~ ~~824~~ ~~825~~ ~~826~~ ~~827~~ ~~828~~ ~~829~~ ~~830~~ ~~831~~ ~~832~~ ~~833~~ ~~834~~ ~~835~~ ~~836~~ ~~837~~ ~~838~~ ~~839~~ ~~840~~ ~~841~~ ~~842~~ ~~843~~ ~~844~~ ~~845~~ ~~846~~ ~~847~~ ~~848~~ ~~849~~ ~~850~~ ~~851~~ ~~852~~ ~~853~~ ~~854~~ ~~855~~ ~~856~~ ~~857~~ ~~858~~ ~~859~~ ~~860~~ ~~861~~ ~~862~~ ~~863~~ ~~864~~ ~~865~~ ~~866~~ ~~867~~ ~~868~~ ~~869~~ ~~870~~ ~~871~~ ~~872~~ ~~873~~ ~~874~~ ~~875~~ ~~876~~ ~~877~~ ~~878~~ ~~879~~ ~~880~~ ~~881~~ ~~882~~ ~~883~~ ~~884~~ ~~885~~ ~~886~~ ~~887~~ ~~888~~ ~~889~~ ~~890~~ ~~891~~ ~~892~~ ~~893~~ ~~894~~ ~~895~~ ~~896~~ ~~897~~ ~~898~~ ~~899~~ ~~900~~ ~~901~~ ~~902~~ ~~903~~ ~~904~~ ~~905~~ ~~906~~ ~~907~~ ~~908~~ ~~909~~ ~~910~~ ~~911~~ ~~912~~ ~~913~~ ~~914~~ ~~915~~ ~~916~~ ~~917~~ ~~918~~ ~~919~~ ~~920~~ ~~921~~ ~~922~~ ~~923~~ ~~924~~ ~~925~~ ~~926~~ ~~927~~ ~~928~~ ~~929~~ ~~930~~ ~~931~~ ~~932~~ ~~933~~ ~~934~~ ~~935~~ ~~936~~ ~~937~~ ~~938~~ ~~939~~ ~~940~~ ~~941~~ ~~942~~ ~~943~~ ~~944~~ ~~945~~ ~~946~~ ~~947~~ ~~948~~ ~~949~~ ~~950~~ ~~951~~ ~~952~~ ~~953~~ ~~954~~ ~~955~~ ~~956~~ ~~957~~ ~~958~~ ~~959~~ ~~960~~ ~~961~~ ~~962~~ ~~963~~ ~~964~~ ~~965~~ ~~966~~ ~~967~~ ~~968~~ ~~969~~ ~~970~~ ~~971~~ ~~972~~ ~~973~~ ~~974~~ ~~975~~ ~~976~~ ~~977~~ ~~978~~ ~~979~~ ~~980~~ ~~981~~ ~~982~~ ~~983~~ ~~984~~ ~~985~~ ~~986~~ ~~987~~ ~~988~~ ~~989~~ ~~990~~ ~~991~~ ~~992~~ ~~993~~ ~~994~~ ~~995~~ ~~996~~ ~~997~~ ~~998~~ ~~999~~ ~~1000~~ ~~1001~~ ~~1002~~ ~~1003~~ ~~1004~~ ~~1005~~ ~~1006~~ ~~1007~~ ~~1008~~ ~~1009~~ ~~1010~~ ~~1011~~ ~~1012~~ ~~1013~~ ~~1014~~ ~~1015~~ ~~1016~~ ~~1017~~ ~~1018~~ ~~1019~~ ~~1020~~ ~~1021~~ ~~1022~~ ~~1023~~ ~~1024~~ ~~1025~~ ~~1026~~ ~~1027~~ ~~1028~~ ~~1029~~ ~~1030~~ ~~1031~~ ~~1032~~ ~~1033~~ ~~1034~~ ~~1035~~ ~~1036~~ ~~1037~~ ~~1038~~ ~~1039~~ ~~1040~~ ~~1041~~ ~~1042~~ ~~1043~~ ~~1044~~ ~~1045~~ ~~1046~~ ~~1047~~ ~~1048~~ ~~1049~~ ~~1050~~ ~~1051~~ ~~1052~~ ~~1053~~ ~~1054~~ ~~1055~~ ~~1056~~ ~~1057~~ ~~1058~~ ~~1059~~ ~~1060~~ ~~1061~~ ~~1062~~ ~~1063~~ ~~1064~~ ~~1065~~ ~~1066~~ ~~1067~~ ~~1068~~ ~~1069~~ ~~1070~~ ~~1071~~ ~~1072~~ ~~1073~~ ~~1074~~ ~~1075~~ ~~1076~~ ~~1077~~ ~~1078~~ ~~1079~~ ~~1080~~ ~~1081~~ ~~1082~~ ~~1083~~ ~~1084~~ ~~1085~~ ~~1086~~ ~~1087~~ ~~1088~~ ~~1089~~ ~~1090~~ ~~1091~~ ~~1092~~ ~~1093~~ ~~1094~~ ~~1095~~ ~~1096~~ ~~1097~~ ~~1098~~ ~~1099~~ ~~1100~~ ~~1101~~ ~~1102~~ ~~1103~~ ~~1104~~ ~~1105~~ ~~1106~~ ~~1107~~ ~~1108~~ ~~1109~~ ~~1110~~ ~~1111~~ ~~1112~~ ~~1113~~ ~~1114~~ ~~1115~~ ~~1116~~ ~~1117~~ ~~1118~~ ~~1119~~ ~~1120~~ ~~1121~~ ~~1122~~ ~~1123~~ ~~1124~~ ~~1125~~ ~~1126~~ ~~1127~~ ~~1128~~ ~~1129~~ ~~1130~~ ~~1131~~ ~~1132~~ ~~1133~~ ~~1134~~ ~~1135~~ ~~1136~~ ~~1137~~ ~~1138~~ ~~1139~~ ~~1140~~ ~~1141~~ ~~1142~~ ~~1143~~ ~~1144~~ ~~1145~~ ~~1146~~ ~~1147~~ ~~1148~~ ~~1149~~ ~~1150~~ ~~1151~~ ~~1152~~ ~~1153~~ ~~1154~~ ~~1155~~ ~~1156~~ ~~1157~~ ~~1158~~ ~~1159~~ ~~1160~~ ~~1161~~ ~~1162~~ ~~1163~~ ~~1164~~ ~~1165~~ ~~1166~~ ~~1167~~ ~~1168~~ ~~1169~~ ~~1170~~ ~~1171~~ ~~1172~~ ~~1173~~ ~~1174~~ ~~1175~~ ~~1176~~ ~~1177~~ ~~1178~~ ~~1179~~ ~~1180~~ ~~1181~~ ~~1182~~ ~~1183~~ ~~1184~~ ~~1185~~ ~~1186~~ ~~1187~~ ~~1188~~ ~~1189~~ ~~1190~~ ~~1191~~ ~~1192~~ ~~1193~~ ~~1194~~ ~~1195~~ ~~1196~~ ~~1197~~ ~~1198~~ ~~1199~~ ~~1200~~ ~~1201~~ ~~1202~~ ~~1203~~ ~~1204~~ ~~1205~~ ~~1206~~ ~~1207~~ ~~1208~~ ~~1209~~ ~~1210~~ ~~1211~~ ~~1212~~ ~~1213~~ ~~1214~~ ~~1215~~ ~~1216~~ ~~1217~~ ~~1218~~ ~~1219~~ ~~1220~~ ~~1221~~ ~~1222~~ ~~1223~~ ~~1224~~ ~~1225~~ ~~1226~~ ~~1227~~ ~~1228~~ ~~1229~~ ~~1230~~ ~~1231~~ ~~1232~~ ~~1233~~ ~~1234~~ ~~1235~~ ~~1236~~ ~~1237~~ ~~1238~~ ~~1239~~ ~~1240~~ ~~1241~~ ~~1242~~ ~~1243~~ ~~1244~~ ~~1245~~ ~~1246~~ ~~1247~~ ~~1248~~ ~~1249~~ ~~1250~~ ~~1251~~ ~~1252~~ ~~1253~~ ~~1254~~ ~~1255~~ ~~1256~~ ~~1257~~ ~~1258~~ ~~1259~~ ~~1260~~ ~~1261~~ ~~1262~~ ~~1263~~

PART I

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
 Assignee hereby requests approval of assignment of Overriding Royalty

1. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
2. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file
3. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)
4. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of December

1969

R. J. Ackerman

J. J. Sullivan

with acknowledgment added

W. A. Sears, Jr.

John P. Albanese

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

(all of Casper, Wyoming 82601)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the estate and interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3109, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignor by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy lines, the assignor's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee.
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an incorporated association (including a partnership), assignment must be accompanied by a statement setting forth the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference to serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kentzel Printing Co.
INC. CENTER
CASPER, WYOMING

State of WYOMING

SS.

County of NATRONA

The foregoing instrument was acknowledged before me by R. J. Ackerman, J. J. Sullivan, W. A. Sears, Jr. and John P. Albanese

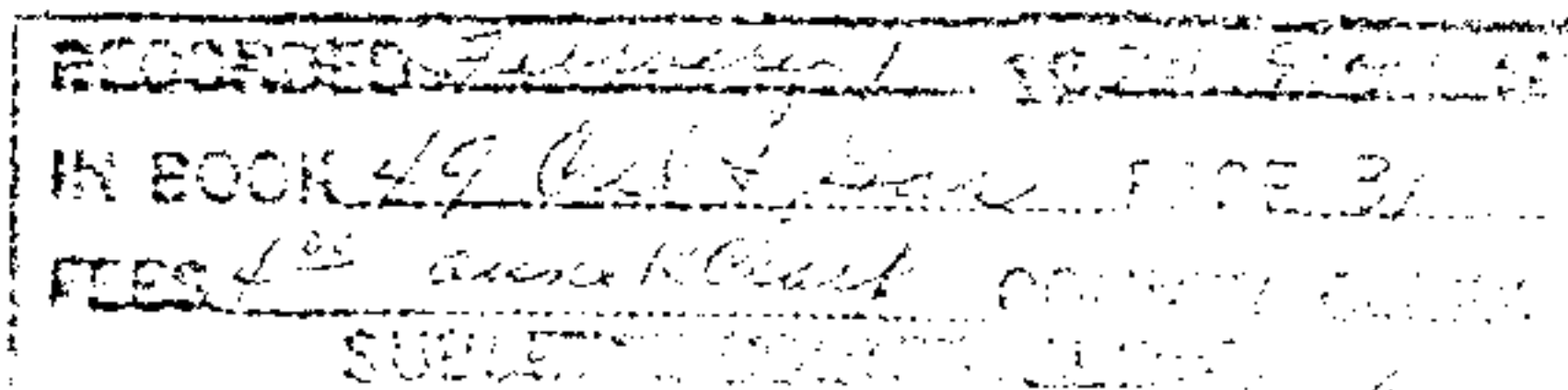
this 5th day of December, 19 69

Witness my hand and official seal.

My Commission expires:

December 26, 1970

Notary Public



ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Wyoming 10608

DISTRICT LAND OFFICE, Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601

Assigns (whether one or more) for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount shown:

NAME	ADDRESS	PERCENT
R. J. Ackerman	P. O. Box 2775 Casper, Wyoming 82601	30.00% of 1.00%
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	30.00% of 1.00%
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	30.00% of 1.00%
John P. Albanese	P. O. Box 1397 Casper, Wyoming 82601	10.00% of 1.00%

Being in all a total of an undivided one percent of eight-eighths (1% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West of the 6th P.M.
Section 32: Lots 1, 2, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
containing 299.86 acres more or less

This assignment of overriding royalty interest is in addition to the 1% of 8/8ths overriding royalty interest reserved in the assignment dated February 16, 1968 between Jean B. Fusselman as Assignor and R. J. Ackerman as Assignee; and is in addition to the assignment of 3% overriding royalty interest dated December 2, 1969 between R. J. Ackerman, individually and as Attorney-in-Fact for W. A. Sears, Jr. et al, as Assignor and R. J. Ackerman et al as Assignee; and is further subject to assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and Allen True et al.

~~of Section~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~

WITNESS our hands this 5th day of December, 1969

Witnesses: MOUNTAIN MINERALS COMPANY
A Special Partnership
By: R. J. Ackerman, General Partner

State of Wyoming }
County of Natrona } ss.

The foregoing instrument was acknowledged before me by R. J. Ackerman, General Partner of Mountain Minerals Company, a Special Partnership

5th day of December, 1969

Witness my hand and official seal

My commission expires

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
Assignee hereby requests approval of assignment of Overriding Royalty

1. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
2. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "Yes," specify kind)
3. If a corporation, attach qualifications or if already on file, give serial number of case file
4. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "No," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)
5. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 240,000 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of December

1969

with acknowledgment added

R. J. Ackerman

J. J. Sullivan

W. A. Sears, Jr.

John P. Albanese

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

(all of Casper, Wyoming 82601)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, creating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases, except as provided under the regulations 43 CFR 3102. Oil and gas leases are governed by the regulations 43 CFR 3100, of which section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not covered are self-explanatory)

PART I

Item I - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee
 - (a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
 - (b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement setting the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by assigns or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned, controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference to serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kintzel Printing Co.
THE K. CENTER
CASPER, WYOMING

Form 3106-5

State of WYOMING

ss.

County of NATRONA

The foregoing instrument was acknowledged before me by

R. J. Ackerman, J. J. Sullivan, W. A. Sears, Jr. and John P. Albanese

this 5th day of December, 1969.

Witness my hand and official seal.

My Commission expires:

December 20, 1970

Notary Public

Virginia L. Seligman
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE. Wyoming 15340.....

DISTRICT LAND OFFICE Chicago, Ill.

KNOW THEM BY THESE PRESENTS: The Mountain Minerals Company, a Special
Partnership, P. O. Box 2955, Casper, Wyoming 82601

Assignor (whether one or more) for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is herein acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount shown:

NAME	ADDRESS	PER CENT
R. J. Ackerman	P. O. Box 2775 Casper, Wyoming 82601	30.00% of 2.00%
W. A. Sears, Jr.	P. O. Box 1369 Casper, Wyoming 82601	30.00% of 2.00%
J. J. Sullivan	P. O. Box 1398 Casper, Wyoming 82601	30.00% of 2.00%
John P. Albanese	P. O. Box 1397 Casper, Wyoming 82601	10.00% of 2.00%

Being in all a total of an undivided two percent of eight-eighths (2% of 8/8ths).....
overriding royalty on all of the oil,
 gas and other hydrocarbon substances that may be produced, saved and marketed from the following described
 lands situated in Sublette.....County, State of Wyoming....., under the above
 designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 112 West of the 6th P.M.
Section 24: E $\frac{1}{2}$
Containing 320.00 acres more or less

This assignment of overriding royalty is in addition to the assignment of overriding royalty dated December 2, 1969 from Ruth Fox Sears as Assignor to R. J. Ackerman et al, as Assignee; and is also subject to assignment of operating rights dated December 3, 1969 executed by Assignor in favor of Allen R. True et al

~~not~~ ~~xxxxxx~~ ~~xxxxxxx~~ Page ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ contains more or less

WITNESS our hands this 5th day of December, 1969.

Witnesses:

MOUNTAIN MINERALS COMPANY

A Special Partnership

By: John H. Brown

R. J. Ackerman, General Partner

State of Wyoming }
County of Natrona }

The foregoing instrument was acknowledged before me by R. J. Ackerman, General Partner
of Mountain Minerals Company, a Special Partnership

this 5th day of December, 1969

1999-2000, 2001-2002, 2003-2004, 2005-2006, 2007-2008, 2009-2010, 2011-2012, 2013-2014, 2015-2016, 2017-2018, 2019-2020, 2021-2022, 2023-2024, 2025-2026, 2027-2028, 2029-2030, 2031-2032, 2033-2034, 2035-2036, 2037-2038, 2039-2040, 2041-2042, 2043-2044, 2045-2046, 2047-2048, 2049-2050, 2051-2052, 2053-2054, 2055-2056, 2057-2058, 2059-2060, 2061-2062, 2063-2064, 2065-2066, 2067-2068, 2069-2070, 2071-2072, 2073-2074, 2075-2076, 2077-2078, 2079-2080, 2081-2082, 2083-2084, 2085-2086, 2087-2088, 2089-2090, 2091-2092, 2093-2094, 2095-2096, 2097-2098, 2099-2100, 2101-2102, 2103-2104, 2105-2106, 2107-2108, 2109-2110, 2111-2112, 2113-2114, 2115-2116, 2117-2118, 2119-2120, 2121-2122, 2123-2124, 2125-2126, 2127-2128, 2129-2130, 2131-2132, 2133-2134, 2135-2136, 2137-2138, 2139-2140, 2141-2142, 2143-2144, 2145-2146, 2147-2148, 2149-2150, 2151-2152, 2153-2154, 2155-2156, 2157-2158, 2159-2160, 2161-2162, 2163-2164, 2165-2166, 2167-2168, 2169-2170, 2171-2172, 2173-2174, 2175-2176, 2177-2178, 2179-2180, 2181-2182, 2183-2184, 2185-2186, 2187-2188, 2189-2190, 2191-2192, 2193-2194, 2195-2196, 2197-2198, 2199-2200, 2201-2202, 2203-2204, 2205-2206, 2207-2208, 2209-2210, 2211-2212, 2213-2214, 2215-2216, 2217-2218, 2219-2220, 2221-2222, 2223-2224, 2225-2226, 2227-2228, 2229-2230, 2231-2232, 2233-2234, 2235-2236, 2237-2238, 2239-2240, 2241-2242, 2243-2244, 2245-2246, 2247-2248, 2249-2250, 2251-2252, 2253-2254, 2255-2256, 2257-2258, 2259-2260, 2261-2262, 2263-2264, 2265-2266, 2267-2268, 2269-2270, 2271-2272, 2273-2274, 2275-2276, 2277-2278, 2279-2280, 2281-2282, 2283-2284, 2285-2286, 2287-2288, 2289-2290, 2291-2292, 2293-2294, 2295-2296, 2297-2298, 2299-2300, 2301-2302, 2303-2304, 2305-2306, 2307-2308, 2309-2310, 2311-2312, 2313-2314, 2315-2316, 2317-2318, 2319-2320, 2321-2322, 2323-2324, 2325-2326, 2327-2328, 2329-2330, 2331-2332, 2333-2334, 2335-2336, 2337-2338, 2339-2340, 2341-2342, 2343-2344, 2345-2346, 2347-2348, 2349-2350, 2351-2352, 2353-2354, 2355-2356, 2357-2358, 2359-2360, 2361-2362, 2363-2364, 2365-2366, 2367-2368, 2369-2370, 2371-2372, 2373-2374, 2375-2376, 2377-2378, 2379-2380, 2381-2382, 2383-2384, 2385-2386, 2387-2388, 2389-2390, 2391-2392, 2393-2394, 2395-2396, 2397-2398, 2399-2400, 2401-2402, 2403-2404, 2405-2406, 2407-2408, 2409-2410, 2411-2412, 2413-2414, 2415-2416, 2417-2418, 2419-2420, 2421-2422, 2423-2424, 2425-2426, 2427-2428, 2429-2430, 2431-2432, 2433-2434, 2435-2436, 2437-2438, 2439-2440, 2441-2442, 2443-2444, 2445-2446, 2447-2448, 2449-2450, 2451-2452, 2453-2454, 2455-2456, 2457-2458, 2459-2460, 2461-2462, 2463-2464, 2465-2466, 2467-2468, 2469-2470, 2471-2472, 2473-2474, 2475-2476, 2477-2478, 2479-2480, 2481-2482, 2483-2484, 2485-2486, 2487-2488, 2489-2490, 2491-2492, 2493-2494, 2495-2496, 2497-2498, 2499-2500, 2501-2502, 2503-2504, 2505-2506, 2507-2508, 2509-2510, 2511-2512, 2513-2514, 2515-2516, 2517-2518, 2519-2520, 2521-2522, 2523-2524, 2525-2526, 2527-2528, 2529-2530, 2531-2532, 2533-2534, 2535-2536, 2537-2538, 2539-2540, 2541-2542, 2543-2544, 2545-2546, 2547-2548, 2549-2550, 2551-2552, 2553-2554, 2555-2556, 2557-2558, 2559-2560, 2561-2562, 2563-2564, 2565-2566, 2567-2568, 2569-2570, 2571-2572, 2573-2574, 2575-2576, 2577-2578, 2579-2580, 2581-2582, 2583-2584, 2585-2586, 2587-2588, 2589-2590, 2591-2592, 2593-2594, 2595-2596, 2597-2598, 2599-2600, 2601-2602, 2603-2604, 2605-2606, 2607-2608, 2609-2610, 2611-2612, 2613-2614, 2615-2616, 2617-2618, 2619-2620, 2621-2622, 2623-2624, 2625-2626, 2627-2628, 2629-2630, 2631-2632, 2633-2634, 2635-2636, 2637-2638, 2639-2640, 2641-2642, 2643-2644, 2645-2646, 2647-2648, 2649-2650, 2651-2652, 2653-2654, 2655-2656, 2657-2658, 2659-2660, 2661-2662, 2663-2664, 2665-2666, 2667-2668, 2669-2670, 2671-2672, 2673-2674, 2675-2676, 2677-2678, 2679-2680, 2681-2682, 2683-2684, 2685-2686, 2687-2688, 2689-2690, 2691-2692, 2693-2694, 2695-2696, 2697-2698, 2699-2700, 2701-2702, 2703-2704, 2705-2706, 2707-2708, 2709-2710, 2711-2712, 2713-2714, 2715-2716, 2717-2718, 2719-2720, 2721-2722, 2723-2724, 2725-2726, 2727-2728, 2729-2730, 2731-2732, 2733-2734, 2735-2736, 2737-2738, 2739-2740, 2741-2742, 27

Virginia S. Ligon

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT of Overriding Royalty
Assignee hereby requests approval of assignment of Overriding Royalty

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)
3. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of December

1969

with acknowledgment added

R. J. Ackerman

J. J. Sullivan

W. A. Sears, Jr.

John P. Albanese

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

(all of Casper, Wyoming 82601)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

2. Filing and number of copies — File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignor to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

3. Effective date of assignment — Assignment takes effect on the first day of the month following the date of filing, if approved.

4. Overriding royalties or payments out of production — Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment — Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3109, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

There are two parts to the specific instructions.

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignor's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee —
(a) Assignee must indicate whether it not be is over 21 years of age and a citizen of the United States.
(b) If assignee is an incorporated association including a partnership, assignment must be accompanied by a statement setting forth the name, address, and citizenship and holdings of its members as required by a individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) state in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by assignor or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's articles and stock ownership has previously been furnished, reference to serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignor, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests — Assignor must indicate whether or not he is the sole party in interest in the assignment. If not, assignor must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assigned to the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interest. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

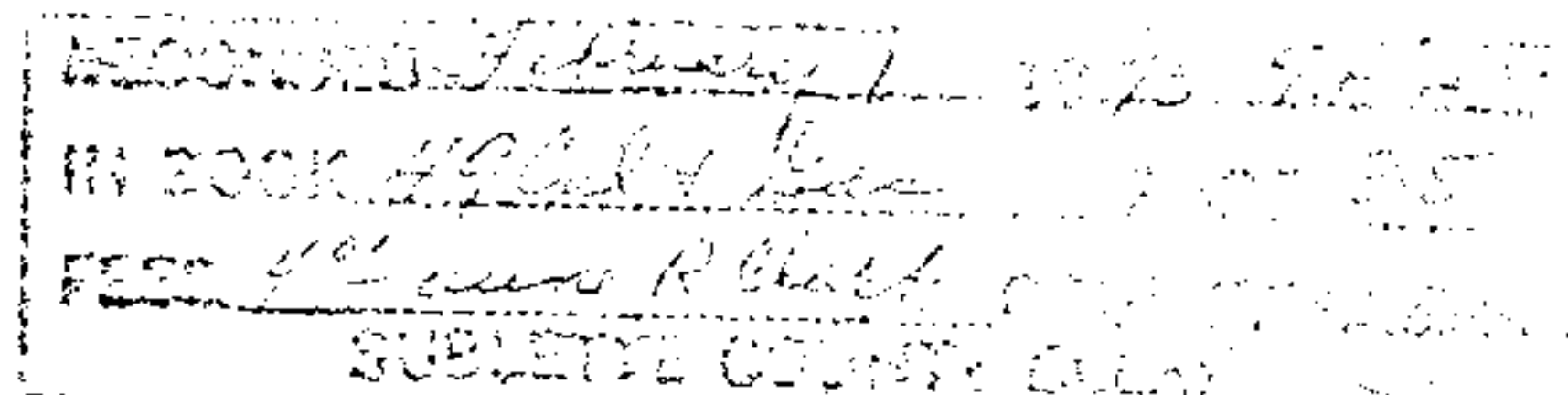
Animal Printing Co.
101 N. CENTER
CASPER, WYOMING

Form 3106-5

State of WYOMING)

SS.

County of NATRONA)



The foregoing instrument was acknowledged before me by

R. J. Ackerman, J. J. Sullivan, W. A. Sears, Jr. and John P. Albanese

this 5th day of December, 1969.

Witness my hand and official seal.

My Commission expires:

December 30, 1970

Notary Public

ASSIGNMENT OF OVER-RIDING ROYALTY

WHEREAS, heretofore a certain oil and gas mining lease was made and entered into by and between United States Government Oil and Gas Lease, Lessor, and Ben F. Petre and W. H. Taylor, Lessee, covering the following described land in the County of Sublette and State of Wyoming, to-wit:

Township 28 North, Range 114 West of the Sixth P. M.
Section 1: Lots 7 and 8; S1/2NW1/4; SW1/4 and
SW1/4SE1/4.

Attached hereto is an Assignment of said royalty interest and it carries Certificate Serial Number Evanston 018722 in the Tip Top Unit Area.

WHEREAS, under date the tenth day of December, 1952, the Frontier Petroleum Company, a dissolved Wyoming corporation, (became owner by divers transfers and assignments), by its trustees of the assets did sell, assign and set over unto Wallis Baubie, his heirs and assigns, 595/3011ths of the One percent (1%) overriding royalty interest in and to the oil and gas in and under the lands covered by Oil and Gas Lease Serial Number Evanston 018722 in said Tip Top Unit Area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Wallis Baubie and his wife, Helen H. Baubie, do hereby bargain, sell, assign, transfer and convey 595/3011ths of the One percent (1%) overriding royalty interest in and to the oil and gas in and under the lands covered by Oil and Gas Lease Serial Number Evanston 018722 in said Tip Top Unit Area to Wallis Baubie and Helen H. Baubie as joint tenants with the right of survivorship.

IN WITNESS WHEREOF, the undersigned assignors have signed and sealed this instrument this 31st day of January, 1973.

WITNESSES:

John E. Anderson
John E. Anderson

Wallis Baubie
Wallis Baubie

Sue A. Barkway
Sue A. Barkway

John E. Anderson
John E. Anderson

Helen H. Baubie
Helen H. Baubie

Sue A. Barkway
Sue A. Barkway

34730

February 5

73

Oil & Gas

37

2,000 Allen R. Clark

1.

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, a certain United States Oil and Gas Lease was heretofore issued to Dan A. Patre and W. H. Taylor, assigned Serial Number 013722, covering lands in Sublette County, Wyoming, hereinafter particularly described, which lease or extensions or renewals thereof is or are in full force and effect, and,

WHEREAS, said lease, by many and direct transfers and assignments, became vested in and owned by the Frontier Petroleum Company, a Wyoming corporation, which company did in turn transfer and assign the said lease and the lands covered thereby, by instrument dated November 21, 1941, reserving unto itself a full 1% overriding royalty in the A lands covered by said lease; and,

WHEREAS, said lands are now included in a Unit Agreement dated November 1, 1947, entitled "Unit Agreement for the Development and Operation of the Tip Top Unit Area, Sublette County, State of Wyoming", identified in the Records of the Department of the Interior as "I-Sec. #557", which unit area has since been enlarged by agreement and approval; and,

WHEREAS, said Frontier Petroleum Company has been voluntarily dissolved in full compliance with the Statutes of the State of Wyoming, in such case and as provided whereby, in accordance with such statutes, the title to the 1% royalty interest vested in the Board of Directors of said company to act as trustees thereof with full power and authority to administer it in accordance with the law, and, as directed by the stockholders of said corporation; and,

WHEREAS, it is the desire of the said Board of Directors now acting as trustees signing this instrument, to divide the said 1% royalty interest by assigning a pro-rata portion thereof to the stockholders of said company in proportion to the amount of stock held by them, this being the sole remaining asset of the company remaining and all of the debts of the company having been paid.

NOW, THEREFORE, for and in consideration of the premises, the cancellation of the capital stock of the assignor in the Frontier Petroleum Company, and other good and valuable considerations, the undersigned, the trustees of the assets of said company which has been voluntarily dissolved, do hereby, by these presents, bargain, sell, convey, assign and set over unto

WALLIS BAUBIE, his or her heirs and assigns,
595/3011 the of the One Per cent (1%) overriding royalty interest in and to the oil and gas in and under the lands covered by Oil and Gas Lease Serial Number 013722 in said Tip Top Unit Area more particularly hereinafter described, to have and to hold the said interest, subject of course, to said lease and said unit agreement, unto said assignee, his or her heirs and assigns forever together with all rights and appurtenances thereto.

Section 1: In: T and C; SPM; SP; and SPS.

The Treasure of

Jeanette Faria

~~James J. [illegible]~~
 PRESIDENT OF THE ASSOCIATES OF FRONTIER
 PHARMACEUTICAL COMPANY, A DISSOLVED
 FIDELITY CORPORATION.

WITNESS my hand and notarial seal
this 10th day of December 4, 1978

Genevieve Locke
Genevieve Locke

On this _____ day of December, A. D. 1952, before me personally appeared _____ to me personally known as one of persons who signed the foregoing instrument and being by me duly sworn did say he is one of the former Board of Directors and present trustee of the American Petroleum Company, a voluntarily dissolved Mining Corporation, and advised by the laws of the State of Wyoming and by action of the stockholders created the said instrument; and, he acknowledged said instrument to be his free and good for the uses and purposes therein set forth as such trustee.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY

My Commission Expires:

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015.

Notary Public

ASSIGNMENT OF OVER-RIDING ROYALTY

WHEREAS, on the first day of June, 1945, a certain oil and gas mining lease was made and entered into by and between United States Government Oil and Gas Lease, Lessor, and Margaret Justheim, Lessee, covering the following described land in the County of Sublette and State of Wyoming, to-wit:

Township 23 North, Range 113 West of the Sixth P. M.
Section 18: Lots 5 to 13 inclusive and W1/2SE1/4.

Township 23 North, Range 114 West of the Sixth P. M.
Section 2: E1/2SE1/4
Section 12: S1/2NW1/4, E1/2SW1/4
Section 13: NE1/4, E1/2SE1/4

Attached hereto is an Assignment of said royalty interest and it carries Certificate Serial Number Evanston 020106 in the Tip Top Unit Area.

WHEREAS under date the tenth day of December, 1952, the Frontier Petroleum Company, a dissolved Wyoming corporation, (became owner by divers transfers and assignments), by its trustees of the assets did sell, assign and set over unto Wallis Baubie, his heirs and assigns, 595/3011ths of the One and Two-Thirds percent (1-2/3%) overriding royalty interest in and to the oil and gas in and under the lands covered by Oil and Gas Lease Serial Number Evanston 020106 in said Tip Top Unit Area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Wallis Baubie and his wife, Helen H. Baubie, do hereby bargain, sell, assign, transfer and convey 595/3011ths of the One and Two-Thirds percent (1-2/3%) overriding royalty interest in and to the oil and gas in and under the lands covered by Oil and Gas Lease Serial Number Evanston 020106 in said Tip Top Unit Area to Wallis Baubie and Helen H. Baubie as joint tenants with the right of survivorship.

IN WITNESS WHEREOF, the undersigned assignors have signed and sealed this instrument this 31st day of January, 1973.

WITNESSES:

John E. Anderson
John E. Anderson

Sue A. Barkway
Sue A. Barkway

John E. Anderson
John E. Anderson

Sue A. Barkway
Sue A. Barkway

Wallis Baubie
Wallis Baubie

Helen H. Baubie
Helen H. Baubie

114734

FILED	February 5	1973	9:00 A.M.
Oil & Gas			
Aune R. Clark			
CLERK			

John E. Anderson Deputy

STATE OF MICHIGAN)
)SS.
COUNTY OF JACKSON)

ACKNOWLEDGMENT

On this 31st day of January, A. D., 1973, before me, the undersigned,
a Notary Public in and for said County, in the State aforesaid, personally
appeared Wallis Baubie and Helen H. Baubie, husband and wife, to me known
as the persons described in and who executed the foregoing instrument and
acknowledged that they had executed the same as their free act and deed.

Helen L. White
Helen L. White
Notary Public, Jackson County, Michigan.
My commission expires: October 27, 1974.

WHEREAS, a certain United States Government Oil and Gas Lease Serial Number 130106 and designated Serial Number Evanston 020106, covering the lands in Sublette County, Wyoming, hereinafter particularly described and other lands, which lease or extensions or renewals thereof is or are in full force and effect; and,

WHEREAS, said lease, by many and diverse transfers and assignments, became vested in and owned by the Frontier Petroleum Company, a Wyoming Corporation, which company did in turn transfer and assign the said lease and the lands covered thereby to one Edward F. Dolaney by assignment dated May 1st, 1946, reserving unto itself a full 1 2/3% overriding royalty interest in the said lease and the lands covered thereby as hereinafter described, which assignment was approved by Decision Evanston 020106 and 022093, dated November 19th, 1947, by the Bureau of Land Management; and,

WHEREAS, said lands are now included in a Unit Agreement dated November 1, 1947, entitled "Unit Agreement for the Development and Operation of the Tip Top Unit Area, Sublette County, State of Wyoming", identified in the Records of the Department of the Interior as "I-Sec. #557", which unit area has since been enlarged by agreement and approval; and,

WHEREAS, said Frontier Petroleum Company has been voluntarily dissolved in full compliance with the Statutes of the State of Wyoming, in such case made and provided whereby, in accordance with such statutes, the title to the 1 2/3% royalty interest vested in the Board of Directors of said company to act as trustees thereof with full power and authority to administer it in accordance with the law, and, as directed by the stockholders of said corporation; and,

WHEREAS, it is the desire of the said Board of Directors now acting as trustees signing this instrument, to divide the said 1 2/3% royalty interest by assigning a pro-rata portion thereof to the stockholders of said company in proportion to the amount of stock held by them, this being the sole remaining asset of the company remaining and all of the debts of the company having been paid.

NOW, THEREFORE, for and in consideration of the premises, the cancellation of the capital stock of the assignee in the Frontier Petroleum Company, and other good and valuable considerations, the undersigned, the trustees of the assets of said company which has been voluntarily dissolved, do hereby, by these presents, bargain, sell, convey, assign and set over unto

WALLIS BAUBIE, his or her heirs and assigns, 595/3011ths of the One and Two-thirds per cent (1 2/3%) overriding royalty interest in and to the oil and gas in and under the lands covered by Oil and Gas Lease Serial Number Evanston 020106 in said Tip Top Unit Area, more particularly hereinafter described, to have and to hold the said interest, subject of course, to said lease and said unit agreement, unto said assignee, his or her heirs and assigns forever, together with all rights and appurtenances thereof.

The lands covered hereby, situate and being in Sublette County, Wyoming, are described as follows:

Township 28 North, Range 113 West of the Sixth P. M.
Section 18: Lots 5 to 18 inclusive and $\frac{1}{2}$ SE $\frac{1}{4}$

Township 28 North, Range 114 West of the Sixth P. M.
Section 2: $\frac{1}{2}$ SE $\frac{1}{4}$
Section 12: $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 13: NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

WITNESS our hands this 10th day of December, A. D. 1952.

In the Presence of:

Jeanette Faria
Jeanette Faria
Jeanette Faria
Jeanette Faria
Jeanette Faria
Jeanette Faria
Jeanette Faria
Jeanette Faria

STATE OF CALIFORNIA {
County of Ventura { ss.

Robert B. Burnham
Robert B. Burnham

Forest B. Fix
Forest B. Fix

Edward C. Maxwell
Edward C. Maxwell

Fred Kelly
Fred Kelly

TRUSTEES OF THE ASSETS OF FRONTIER
PETROLEUM COMPANY, A DISSOLVED
WYOMING CORPORATION.

On this 10th day of December, A. D. 1952, before me personally appeared Robert B. Burnham, Forest B. Fix, Edward C. Maxwell, and Fred Kelly, to me personally known to be the persons who signed the foregoing assignment and each being by me duly sworn for himself did say that they are the former Board of Directors and the present Trustees of the assets of the Frontier Petroleum Company, a voluntarily dissolved Wyoming corporation, and authorized by the laws of the State of Wyoming and by action of the stockholders to execute the said instrument, and they acknowledged said instrument to be their free act and deed for the uses and purposes therein set forth as such trustees.

WITNESS my hand and notarial seal
this 10th day of December A. D. 1952

Genevieve Locke
Genevieve Locke

At San Francisco Bay Area: 1/5/56

Producers 88 Spec.— Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT Made this 5th day of January 1973 by and between

Kenneth Guio, also known as Kenneth H. Guio, and Marjorie Guio, husband and wife

of Big Piney, Wyoming 83113

Thomas F. Stroock

P. O. Box 2875, Casper, Wyoming 82601

WITNESSETH: That the lessor, for and in consideration of Ten and More ----- DOLLARS

(§ 10.00 ...), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

Wyoming, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P. M.

Section 5: $S\frac{1}{2}NW\frac{1}{4}$

~~100-5701~~ ~~Page~~ ~~eight~~ ~~(8)~~ and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of 25 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at _____

Big Piney, Wyoming , or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Eighty and No/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessor or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessees shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lease shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

~~Lessor agrees that the lessee or assignee may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor of the water and/or hydrocarbons, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continuant operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continuant operation of a well under the terms of this lease as to all of the land covered by the lease.~~

See Rider Attached

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Kenneth Guio

Marjorie Guio

Attachment - to Oil & Gas Lease dated January 5, 1973:

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the Lessor and the reasonable compensation therefor. When requested, Lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor, and deliver to Lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of Lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Initialed for Identification -

K. G.
K. G.

M. G.
M. G.

STATE OF Wyoming
COUNTY OF Sublette

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st
day of February 1973, personally appeared Kenneth Guio, also known as Kenneth H. Guio,

and Marjorie Guio, husband and wife

to me known to be the identical person §, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires F. H. MERBACK Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1978

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 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 corpora-
tion 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.

Witness my hand and seal this day of , A. D. 19.

(SEAL)

Notary Public.

My Commission expires.

1341818

No.

FROM

TO

Date 19

No. Acres

County

Term

This instrument was filed for record on the 7th

day of February 1973, at

9:00 o'clock A. M. and duly recorded in

Volume 49004 Page 45

of the records of this office.

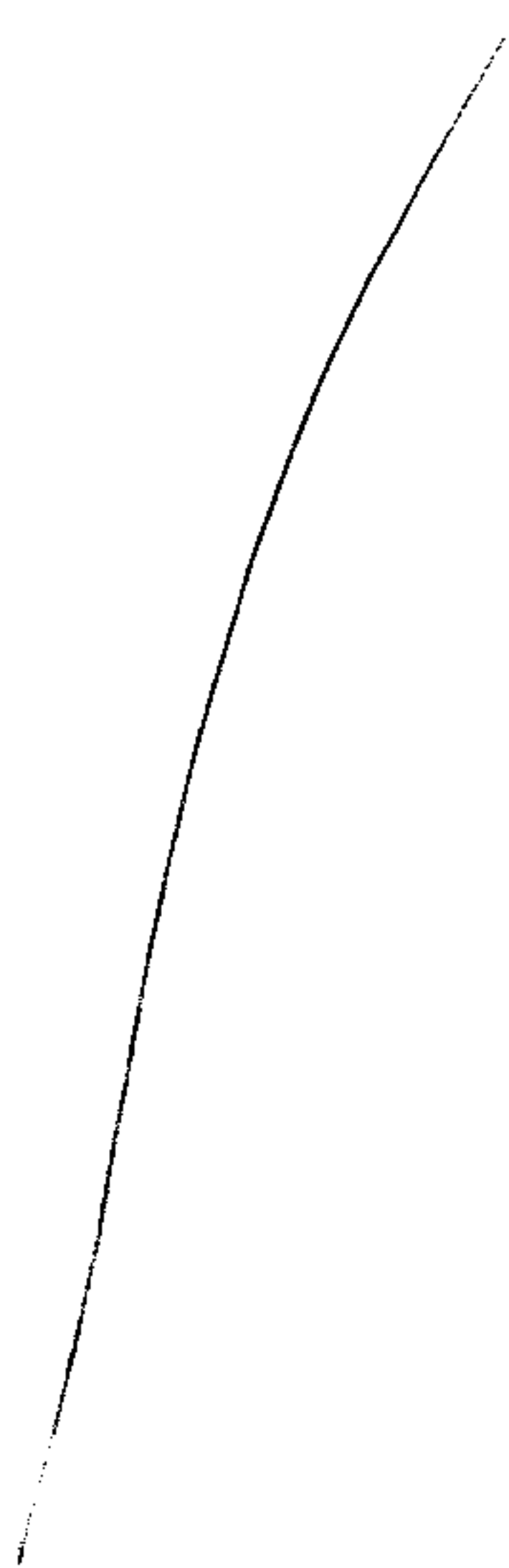
Anna R. Clark

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING



**ASSIGNMENT
OF
OIL AND GAS LEASE**

13487	
Reception No.	
Recorded <u>Feb 12</u> , 19 <u>72</u> , at <u>9:00 P.</u> M.	
In Book <u>49</u> , Page <u>49</u> , <u>Sublette</u> County	
State <u>W</u>	County Clerk - Register of Deeds
Return To: <u>325</u>	

KNOW ALL MEN BY THESE PRESENTS, That
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,

Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to

Continental Oil Company, a Delaware corporation,

P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: Robert B. Luman, also known as Robert Luman, and Doris B. Luman,
husband and wife,
Box 645, Pinedale, Wyoming 82941.

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 22, 1972

Recorded: Book 48 O&G, Page 179

Lands:
Township 31 North, Range 110 West, 6th P. M.
Section 4: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 5: Lots 1, 2, 3, 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 32 North, Range 110 West, 6th P. M.
Section 21: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 22: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 27: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 28: E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 32: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 33: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$,
N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 1,556.03 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (-%) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

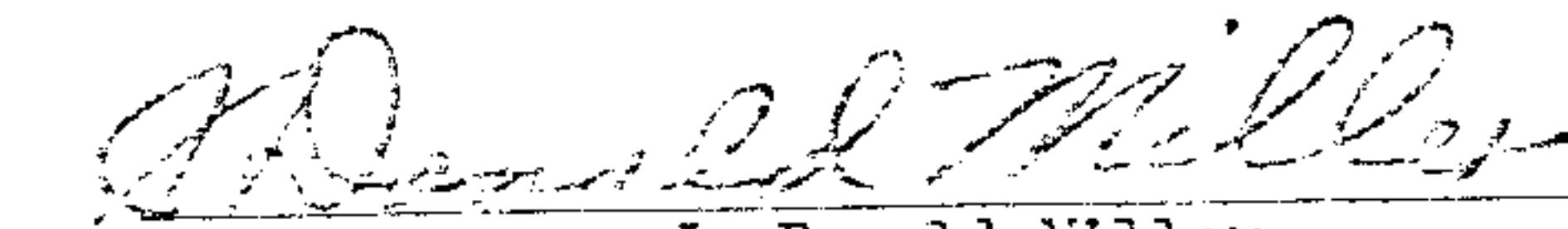
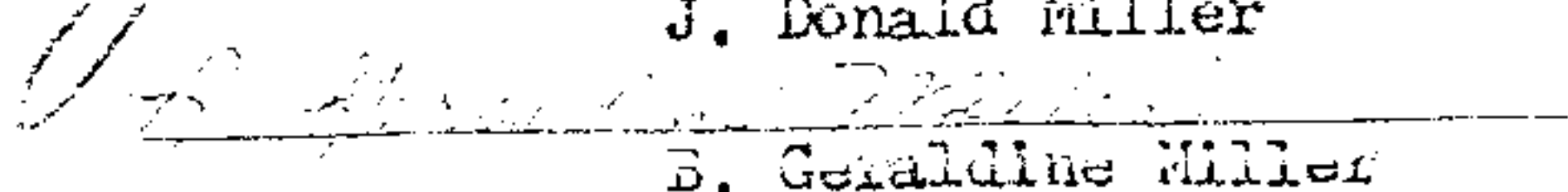
No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 1972


J. Donald Miller

B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
} ss.
ACKNOWLEDGMENT--INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 8th day of May, 1972, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd, 1973

STATE OF COLORADO
COUNTY OF
} ss.
ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19, by

as President of

a corporation.

Witness my hand and official seal.

My commission expires 19

STATE OF
COUNTY OF
} ss.
ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

On this day of 19, before me personally appeared

known to me to be the person who described in and who executed the

the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature)

(Typed or printed)

Notary Public

STATE OF
COUNTY OF
} ss.
ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

On this day of 19, before me personally appeared

known to me to be the President of the corporation described in and

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature)

(Typed of printed)

Notary Public

STATE OF
COUNTY OF
} ss.
ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

On this day of 19, before me

a notary public, personally appeared known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the

State of

Residing at

ACKNOWLEDGMENT--CORPORATION
MONTANA

STATE OF
COUNTY OF
} ss.

Before me, a notary public, within and for the county and state aforesaid, personally

appeared known to me to be the President of

the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

Given under my hand and official seal this day of 19

My commission expires

ASSIGNMENT
OF
OIL AND GAS LEASE

134878

Reception No.

Recorded Feb 17 1973 at 9:00 P.M.

In Book 49663, Page 51 Sublette County

Wyoming State Quinn T. B. Smith County Clerk - Register of Deeds

Return To:

KNOW ALL MEN BY THESE PRESENTS, That
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether
one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of
Wyoming, to-wit:

Lessor: Roy O. Steele, a single man, and Harry F. Steele and Mary Ellen Steele,
husband and wife,
Pinedale, Wyoming 82941

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 16, 1972

Recorded: Book 48 O&G, Page 194

Lands: Township 33 North, Range 110 West, 6th P. M.
Section 10: W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$
Containing 400.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (- %) of the
proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such
overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or
other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the
point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall
be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said
lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the
instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to
such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon
request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not
otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED this 8th day of May, 1972

J. Donald Miller
J. Donald Miller
B. Geraldine Miller
B. Geraldine Miller

ACKNOWLEDGMENT--INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

Notary Public

The foregoing instrument was acknowledged before me this 8th day of May 1972 by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd 1973

STATE OF COLORADO
CITY AND COUNTY OF DENVER

STATE OF COLORADO
COUNTY OF

The foregoing instrument was acknowledged before me this day of 19 by as President of corporation.

Witness my hand and official seal.

My commission expires 19

ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

Notary Public

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

Given under my hand and official seal this day of 19. My commission expires

(Signature)

(Typed or printed)

ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

Notary Public

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

Given under my hand and official seal this day of 19. My commission expires

(Signature)

(Typed or printed)

ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

Notary Public

On this day of 19, before me, known to me to be the person whose name is a notary public, personally appeared subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the

State of

Residing at

ACKNOWLEDGMENT--CORPORATION
MONTANA

Before me, a notary public within and for the county and state aforesaid, personally appeared, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19

ASSIGNMENT
OF
OIL AND GAS LEASE

134878	
Reception No.	
Recorded <u>7-21-72</u> , 19 <u>72</u> , at <u>9:00 A</u> M.	
In Book <u>49519</u> , Page <u>53</u>	Sublette County
State <u>WY</u>	County Clerk - Register of Deeds
Return To: <u>CO</u>	

KNOW ALL MEN BY THESE PRESENTS, That:
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,

Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to

Continental Oil Company, a Delaware corporation,

P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of

Wyoming, to-wit:

Lessor: Richard L. Thomson and Mary T. Thomson, husband and wife,
Cora, Wyoming.

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202.

Dated: March 22, 1972

Recorded: Book 48 O&G, Page 196

Lands: Township 34 North, Range 110 West, 6th P. M.
Section 10: E $\frac{1}{2}$

Township 35 North, Range 110 West, 6th P. M.

Section 19: S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 29: NW $\frac{1}{4}$

Section 30: NE $\frac{1}{4}$

Containing 800.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (— %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

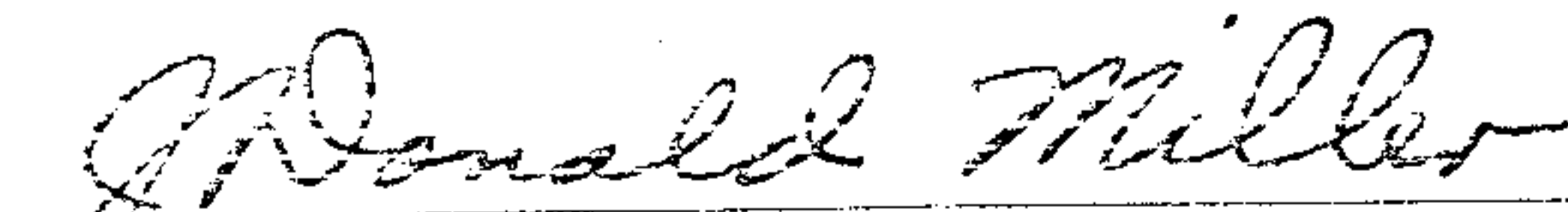
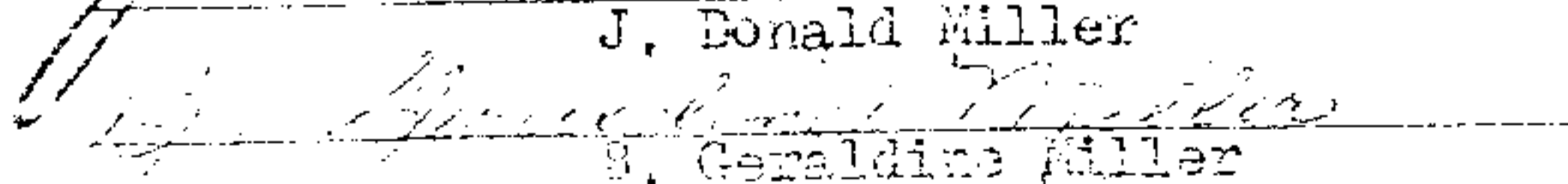
No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED THIS 8th day of May, 19 72


J. Donald Miller

B. Geraldine Miller

Notary Public within and for the

State of

My commission expires

Given under my hand and official seal this day of 19

corporation executed the same.

appeared the corporation that executed the within instrument, and acknowledged to me that such President of

Before me, a notary public, within and for the county and state aforesaid, personally

STATE OF
COUNTY OF
ss.

ACKNOWLEDGMENT--CORPORATION
MONTANA

Residing at

State of

Notary Public within and for the

My commission expires

Witness my hand and official seal.

subscribed to the within instrument, and acknowledged to me that he executed the same.

a notary public, personally appeared On this day of 19 before me, known to me to be the person whose name is

STATE OF
COUNTY OF
ss.

ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

Notary Public

(Typed or printed)

(Signature)

Given under my hand and official seal this day of 19 My commission expires

that executed the within instrument, and acknowledged to me that such corporation executed the same.

On this day of 19 before me personally appeared President of the corporation described in and

STATE OF
COUNTY OF
ss.

ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

Notary Public

(Typed or printed)

(Signature)

Given under my hand and official seal this day of 19 My commission expires

the within and foregoing instrument, and acknowledged to me that executed the same.

On this day of 19 before me personally appeared who, known to me to be the person described in and who executed the

STATE OF
COUNTY OF
ss.

ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

Notary Public

My commission expires 19

Witness my hand and official seal.

, a corporation,

President of, as

The foregoing instrument was acknowledged before me this day of 19 by

ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

STATE OF
COUNTY OF
ss.

Notary Public

February 3rd, 1973

Witness my hand and official seal

Donald Miller and B. Geraldine Miller, husband and wife,

The foregoing instrument was acknowledged before me this day of May 1972 by

CITY AND COUNTY OF DENVER
ss.
ACKNOWLEDGMENT--INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

Rocky Mtn Region - 3-70

ASSIGNMENT
OF
OIL AND GAS LEASE

770 134882

Reception No.
Recorded Feb 12, 1973, at 9:25 AM,
In Book 4866, Page 55,
Sublette County
State _____ County Clerk - Register of Deeds
Return to: _____
1. 4 75

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: Lester Pape and Mary H. Pape, husband and wife,
Daniel, Wyoming 83115

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 13, 1972

Recorded: Book 48 O&G, Page 183

Lands:

<u>Township 34 North, Range 110 West, 6th P. M.</u>	<u>Township 35 North, Range 110 West, 6th P. M.</u>
<u>Section 6: Lots 4, 5, 6, 7</u>	<u>Section 31: Lots 3, 4</u>
<u>Township 34 North, Range 111 West, 6th P. M.</u>	<u>Township 35 North, Range 111 West, 6th P. M.</u>
<u>Section 1: Lots 1, 2, 3, 4, S$\frac{1}{2}$N$\frac{1}{2}$, N$\frac{1}{2}$SW$\frac{1}{4}$, SE$\frac{1}{4}$SW$\frac{1}{4}$, SE$\frac{1}{4}$</u>	<u>Section 25: S$\frac{1}{2}$SW$\frac{1}{4}$</u>
<u>Section 2: Lots 1, 2, S$\frac{1}{2}$NE$\frac{1}{4}$, N$\frac{1}{2}$SE$\frac{1}{4}$</u>	<u>Section 26: S$\frac{1}{2}$S$\frac{1}{2}$</u>
<u>Section 3: Lots 2, 3, 4, SW$\frac{1}{4}$NE$\frac{1}{4}$, S$\frac{1}{2}$NW$\frac{1}{4}$, SW$\frac{1}{4}$, W$\frac{1}{2}$SE$\frac{1}{4}$</u>	<u>Section 27: S$\frac{1}{2}$N$\frac{1}{2}$, S$\frac{1}{2}$</u>
<u>Section 10: SW$\frac{1}{4}$NE$\frac{1}{4}$, NW$\frac{1}{4}$, N$\frac{1}{2}$SW$\frac{1}{4}$, NW$\frac{1}{4}$SE$\frac{1}{4}$</u>	<u>Section 28: E$\frac{1}{2}$</u>
Overriding royalty previously reserved or granted: <u>None</u> %	<u>Section 34: N$\frac{1}{2}$NE$\frac{1}{4}$, SE$\frac{1}{4}$NE$\frac{1}{4}$, NW$\frac{1}{4}$, N$\frac{1}{2}$SW$\frac{1}{4}$, NE$\frac{1}{4}$SE$\frac{1}{4}$</u>
	<u>Section 35: E$\frac{1}{2}$, E$\frac{1}{2}$W$\frac{1}{2}$, SW$\frac{1}{4}$NW$\frac{1}{4}$, NW$\frac{1}{4}$SW$\frac{1}{4}$</u>

Containing 3,827.02 acres, more or less.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (- %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 1972

J. Donald Miller
J. Donald Miller
B. Geraldine Miller
B. Geraldine Miller

STATE OF COLORADO }
COUNTY OF DENVER } ss.

19.22, by

May

438

19.22, by

Witness my hand and official seal

PIE KIEZIGEN

10.25

STATE OF NEW YORK
COUNTY OF _____ ss.

The foregoing instrument was acknowledged before me this day of 19....., by

as President of

corporation.

Witness my hand and official seal.

My commission expires..

61

STATE OF _____
COUNTY OF _____
ss. }

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

the within and foregoing instrument, and acknowledged to me that executed the same.

executed the same.

Given under my hand and official seal this day of 19..... My commission expires

.....(Signature)

.....(Typed or printed) Notary Public

STATE OF _____
COUNTY OF _____
SS. _____

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

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19..... My commission expires

.....9

.....(Signature)

..... (Typed or printed)

STATE OF _____
COUNTY OF _____
SS. }

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

a notary public, personally appeared known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires.....

Notary Public within and for the

State of

Residing at

STATE OF
COUNTY OF
ss. {

Before me,, a notary public, within and for the county and state aforesaid, personally

..... appeared to me to be the President of

....., the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

61 10 Aug ship has arrived per entry Am Japan memo

ANALYSE COMMISSION

Notary Public within and for the

ASSIGNMENT
OF
OIL AND GAS LEASE

Reception No.	134881
Recorded	File 12, 1973, at 7:16 P.M.
In Book	49, Page 57, Sublette County
State	County Clerk - Register of Deeds
Return To:	

KNOW ALL MEN BY THESE PRESENTS, That
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: William J. Pape and Rose N. Pape, husband and wife,
Pinedale, Wyoming

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 14, 1972

Recorded: Book 48 O&G, Page 186

Lands: Township 34 North, Range 111 West, 6th P. M.
Section 5: S $\frac{1}{2}$ S $\frac{1}{2}$
Section 8: NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, excepting therefrom 37.239 acres
previously conveyed by deeds recorded in Sublette County
in Book 6, Page 290; Book 7, Page 400; and Book 3, Page 632

Containing 522.77 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (- %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 19 72

J. Donald Miller
J. Donald Miller
B. Geraldine Miller
B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
} ss.

The foregoing instrument was acknowledged before me this 8th day of May, 1972, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd, 1973.

Notary Public

ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

STATE OF COLORADO
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this day of 1972, by

as President of corporation.

Witness my hand and official seal.

My commission expires 1973.

Notary Public

ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

STATE OF COLORADO
COUNTY OF } ss.

On this day of 1972, before me personally appeared

known to me to be the person who described in and who executed the

the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this day of 1972. My commission expires

(Signature) (Typed or printed)

Notary Public

ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

STATE OF COLORADO
COUNTY OF } ss.

On this day of 1972, before me personally appeared

known to me to be the President of the corporation described in and

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 1972. My commission expires

(Signature) (Typed or printed)

Notary Public

ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

STATE OF COLORADO
COUNTY OF } ss.

On this day of 1972, before me

a notary public, personally appeared known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

State of

Residing at

ACKNOWLEDGMENT--CORPORATION
MONTANA

STATE OF COLORADO
COUNTY OF } ss.

Before me, a notary public, within and for the county and state aforesaid, personally

appeared known to me to be the President of

the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

Given under my hand and official seal this day of 1972.

19

Notary Public within and for the

ASSIGNMENT OF OIL AND GAS LEASE

Reception No.	134882
Recorded	Feb. 13, 1972, at Pinedale, Wyo.
In Book	48 O&G, Page 188
County	Sublette
State	Wyoming
County Clerk - Register of Deeds	
Return To	

KNOW ALL MEN BY THESE PRESENTS, That:
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,

Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____

Continental Oil Company, a Delaware corporation,

P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of

Wyoming, to-wit:

Lessor: William J. Pape and Rose N. Pape, husband and wife,
Pinedale, Wyoming

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 14, 1972

Recorded: Book 48 O&G, Page 188

Lands: Township 34 North, Range 111 West, 6th P. M.

Section 7: SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 8: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 18: NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 600.00 acres, more or less.

Overriding royalty previously reserved or granted: None

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (-%) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED THE 8th day of May, 1972

J. Donald Miller
J. Donald Miller
B. Geraldine Miller
B. Geraldine Miller

STATE OF COLORADO
COUNTY OF DENVER
ss. }
The foregoing instrument was acknowledged before me this 8th day of May, 1922, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires January 3rd, 1923

Notary Public

STATE OF COLORADO
COUNTY OF ss. }
The foregoing instrument was acknowledged before me this day of 1922, by

ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

President of ss. }
The foregoing instrument was acknowledged before me this day of 1922, by

Witness my hand and official seal.

My commission expires 1922

Notary Public

STATE OF COLORADO
COUNTY OF ss. }
On this day of 1922, before me personally appeared

ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

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

Given under my hand and official seal this day of 1922, My commission expires

(Signature) (Typed or printed)

Notary Public

STATE OF COLORADO
COUNTY OF ss. }
On this day of 1922, before me personally appeared

ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 1922, My commission expires

(Signature) (Typed or printed)

Notary Public

STATE OF COLORADO
COUNTY OF ss. }
On this day of 1922, before me

ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

a notary public, personally appeared known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the

State of

Residing at

STATE OF
COUNTY OF ss. }

ACKNOWLEDGMENT--CORPORATION
MONTANA

Before me, a notary public, within and for the county and state aforesaid, personally appeared known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 1922

My commission expires

Notary Public within and for the

ASSIGNMENT
OF
OIL AND GAS LEASE

Reception No. 134885
 Recorded 7.11.72, 1972, at 2:45 P.M.
 In Book 48 O&G, Page 246, Sublette County
 State Wyoming County Clerk - Register of Deeds
 Return To: _____

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,

Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____

Continental Oil Company, a Delaware corporation,

P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of

Wyoming to-wit:

Lessor: Charles W. Albert and Phyllis F. Albert, husband and wife,
P. O. Box 804, Placerville, California 95667.

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202.

Dated: May 9, 1972

Recorded: Book 48 O&G, Page 246

Lands: Township 34 North, Range 111 West, 6th P. M.

Section 7: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 8: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$
 Section 18: NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 600.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (- %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 10th day of June, 19 72

J. Donald Miller
 J. Donald Miller

B. Geraldine Miller
 B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
ACKNOWLEDGMENT--INDIVIDUAL
[redacted] 10th day of June 1972 by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires 2-1-73

STATE OF COLORADO
COUNTY OF COLORADO, WYOMING
ACKNOWLEDGMENT--CORPORATION

The foregoing instrument was acknowledged before me this day of 19 by President of corporation.

Witness my hand and official seal.

My commission expires 19

STATE OF COLORADO
COUNTY OF NORTH DAKOTA, SOUTH DAKOTA
ACKNOWLEDGMENT--INDIVIDUAL

On this day of 19, before me personally appeared, known to me to be the person who described in and who executed the

the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature) (Typed or printed)

Notary Public

STATE OF COLORADO
COUNTY OF NORTH DAKOTA, SOUTH DAKOTA
ACKNOWLEDGMENT--CORPORATION

On this day of 19, before me personally appeared, known to me to be the President of the corporation described in and

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature) (Typed or printed)

Notary Public

STATE OF COLORADO
COUNTY OF MONTANA
ACKNOWLEDGMENT--INDIVIDUAL

On this day of 19, before me, known to me to be the person whose name is

a notary public, personally appeared, known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the

State of

Residing at

STATE OF COLORADO
COUNTY OF MONTANA
ACKNOWLEDGMENT--CORPORATION

Before me, a notary public, within and for the county and state aforesaid, personally

appeared, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

Given under my hand and official seal this day of 19

Notary Public within and for the

ASSIGNMENT OF OIL AND GAS LEASE

Reception No. 154003
Recorded Feb 12, 1972, at 9:00 A.M.
In Book 47669, Page 63, Sublette County
Wyoming State County Clerk - Register of Deeds
Return To: 1145 Petroleum Club Building, Denver, Colorado 80202

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, J. Donald Miller and J. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: Max F. Boroff and Marion T. Boroff, husband and wife,
Daniel, Wyoming

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 18, 1972

Recorded: Book 48 O&G, Page 171

Lands:
Township 34 North, Range 111 West, 6th P. M. Township 34 North, Range 112 West, 6th P. M.
Section 7: Lots 2, 3, 4 Section 11: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 18: Lots 1, 2, 3, 4 Section 12: SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 13: N $\frac{1}{2}$, SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 1,623.78 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (— %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED THIS 8th day of May, 1972.

J. Donald Miller
J. Donald Miller
J. Geraldine Miller
J. Geraldine Miller

STATE OF COLORADO
COUNTY OF DENVER
ACKNOWLEDGMENT--INDIVIDUAL
The foregoing instrument was acknowledged before me this 8th day of May, 1922, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd 1923

STATE OF COLORADO
COUNTY OF COLORADO
ACKNOWLEDGMENT--CORPORATION
The foregoing instrument was acknowledged before me this day of 19 by as President of corporation.

Notary Public

STATE OF NORTH DAKOTA
COUNTY OF NORTH DAKOTA
ACKNOWLEDGMENT--INDIVIDUAL
On this day of 19, before me personally appeared described in and who executed the the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature)
(Typed or printed)
Notary Public

STATE OF NORTH DAKOTA
COUNTY OF NORTH DAKOTA
ACKNOWLEDGMENT--CORPORATION
On this day of 19, before me personally appeared that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature)
(Typed or printed)
Notary Public

STATE OF MONTANA
COUNTY OF MONTANA
ACKNOWLEDGMENT--INDIVIDUAL
On this day of 19, before me to be the person whose name is a notary public, personally appeared subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the
State of
Residing at

STATE OF MONTANA
COUNTY OF MONTANA
ACKNOWLEDGMENT--CORPORATION
Before me, a notary public, within and for the county and state aforesaid, personally appeared known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19

Notary Public within and for the

ASSIGNMENT
OF
OIL AND GAS LEASE

Reception No. <u>134885</u>	
Recorded <u>Feb 17</u> , 1973, at <u>2:00</u> P.M.	
In Book <u>49867</u> , Page <u>65</u>	County <u>Sublette</u>
State <u>WY</u>	County Clerk - Register of Deeds
Return To: <u>480</u>	

KNOW ALL MEN BY THESE PRESENTS, That:
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,

Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to

Continental Oil Company, a Delaware corporation,

P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of

Wyoming, to-wit:

Lessor: Lawrence W. Shaul and Vivian M. Shaul, husband and wife,
Pinedale, Wyoming

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 21, 1972

Recorded: Book 48 O&G, Page 192

Lands: <u>Township 34 North, Range 112 West, 6th P. M.</u> Section 4: <u>S$\frac{1}{2}$SW$\frac{1}{4}$, SW$\frac{1}{4}$SE$\frac{1}{4}$</u> Section 5: <u>S$\frac{1}{2}$SE$\frac{1}{4}$</u> Section 8: <u>NE$\frac{1}{4}$</u> Section 9: <u>NE$\frac{1}{4}$, E$\frac{1}{2}$NW$\frac{1}{4}$, NW$\frac{1}{4}$NW$\frac{1}{4}$</u> Section 11: <u>E$\frac{1}{2}$NE$\frac{1}{4}$, NE$\frac{1}{4}$SW$\frac{1}{4}$, SE$\frac{1}{4}$</u> Section 12: <u>SW$\frac{1}{4}$NE$\frac{1}{4}$, W$\frac{1}{2}$, W$\frac{1}{2}$SE$\frac{1}{4}$, SE$\frac{1}{4}$SE$\frac{1}{4}$</u>	<u>Township 34 North, Range 112 West, 6th P. M.</u> Section 13: <u>N$\frac{1}{2}$, SW$\frac{1}{4}$, E$\frac{1}{2}$SE$\frac{1}{4}$</u> Section 14: <u>NE$\frac{1}{4}$NE$\frac{1}{4}$</u> <u>Township 34 North, Range 111 West, 6th P. M.</u> Section 7: <u>Lots 2, 3, 4</u> Section 18: <u>Lots 1, 2, 3, 4</u>
--	--

Containing 2,263.78 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (—%) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

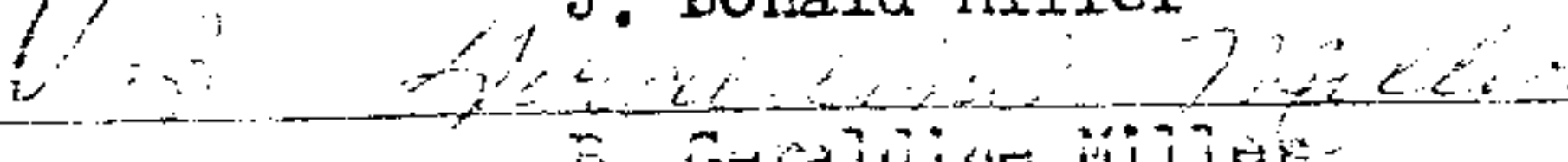
No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 19 72


J. Donald Miller

B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
ACKNOWLEDGMENT--INDIVIDUAL
[redacted] COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 8th day of May, 1972, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 23, 1973

Notary Public

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19 by as President of corporation.

Witness my hand and official seal.

My commission expires 19

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

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

Given under my hand and official seal this day of 19 My commission expires (Signature) Notary Public (Typed or printed)

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

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

Given under my hand and official seal this day of 19 My commission expires (Signature) Notary Public (Typed or printed)

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

On this day of 19 before me known to me to be the person whose name is a notary public, personally appeared subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires.

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--CORPORATION
MONTANA

Before me, a notary public, within and for the county and state aforesaid, personally appeared known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19

My commission expires

Notary Public within and for the

**ASSIGNMENT
OF
OIL AND GAS LEASE**

Reception No. <u>134888</u>	
Recorded <u>Feb 12</u> , 19 <u>72</u> , at <u>9:00 A</u> M.	
In Book <u>49 C 19</u> , Page <u>627</u>	<u>Sublette</u> County
<u>Wyo</u> State	<u>Wm. R. L. Lusk</u> County Clerk - Register of Deeds
Return To: <u>Book 48</u>	

KNOW ALL MEN BY THESE PRESENTS, That
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: Marie L. Meyer, a widow,
Pinedale, Wyoming

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 17, 1972

Recorded: Book 48 O&G, Page 181

Lands:

Township 34 North, Range 112 West, 6th P. M. Township 34 North, Range 112 West, 6th P. M.

Section 7: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8: NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 13: W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14: SE $\frac{1}{4}$

Section 15: SE $\frac{1}{4}$

Section 23: E $\frac{1}{2}$ E $\frac{1}{2}$

Section 24: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 26: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 1,240.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (- %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

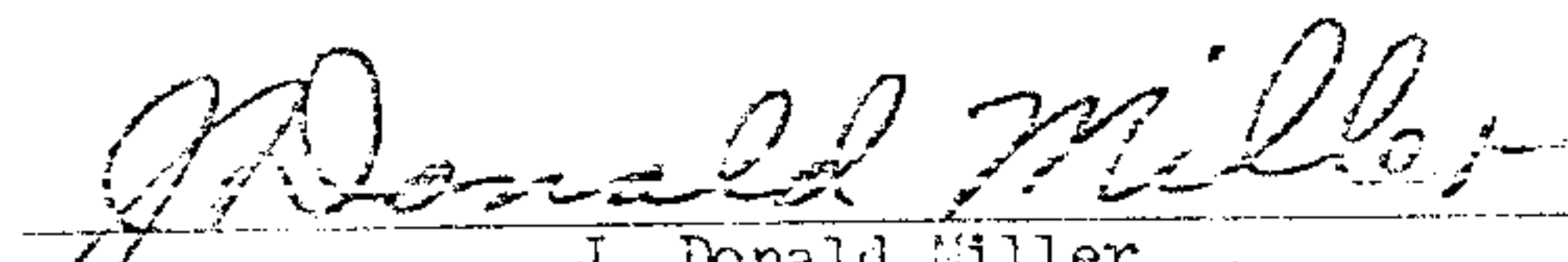
No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

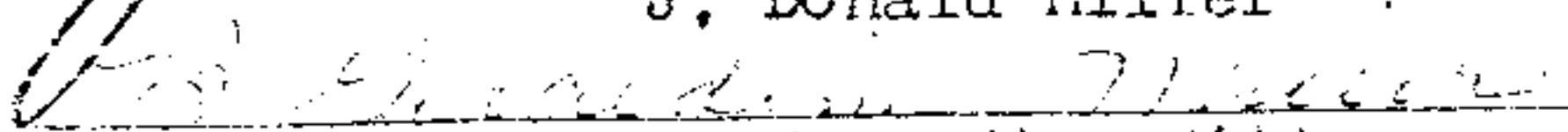
In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 19 72



J. Donald Miller


B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
} ss.
The foregoing instrument was acknowledged before me this 8th day of May, 1972, by Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd, 1973.

STATE OF COLORADO
COUNTY OF COLORADO
} ss.
The foregoing instrument was acknowledged before me this day of 1972, by

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

Notary Public

as President of corporation.

Witness my hand and official seal.

My commission expires 1972.

STATE OF COLORADO
COUNTY OF NORTH DAKOTA
} ss.
On this day of 1972, before me personally appeared

ACKNOWLEDGMENT—INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

Notary Public

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

Given under my hand and official seal this day of 1972, My commission expires

(Signature)

(Typed or printed)

STATE OF COLORADO
COUNTY OF NORTH DAKOTA
} ss.
On this day of 1972, before me personally appeared

ACKNOWLEDGMENT—CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

Notary Public

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 1972, My commission expires

(Signature)

(Typed of printed)

STATE OF COLORADO
COUNTY OF MONTANA
} ss.
On this day of 1972, before me

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

Notary Public

a notary public, personally appeared known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the

State of

Residing at

STATE OF
COUNTY OF
} ss.
ACKNOWLEDGMENT—CORPORATION
MONTANA

Before me, a notary public, within and for the county and state aforesaid, personally

appeared known to me to be the President of

the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

Given under my hand and official seal this day of 1972

My commission expires

Notary Public within and for the

ASSIGNMENT
OF
OIL AND GAS LEASE

Reception No. 134837
Recorded Feb 12, 1973, at 9:00 A.M.
In Book 49 669, Page 69 Sublette County
James H. Miller
State _____ County Clerk - Register of Deeds
Return For _____
7:00 3 00

KNOW ALL MEN BY THESE PRESENTS, That:
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: Max F. Boroff and Marion T. Boroff, husband and wife,
Daniel, Wyoming

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 18, 1972

Recorded: Book 48 O&G, Page 167

Lands: Township 34 North, Range 112 West, 6th P. M.
Section 4: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 5: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 8: NE $\frac{1}{4}$
Section 9: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 640.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (-%) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 19 72

J. Donald Miller
J. Donald Miller
B. Geraldine Miller
B. Geraldine Miller

STATE OF COLORADO
COUNTY OF DENVER
ACKNOWLEDGMENT--INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 8th day of May, 1972, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd, 1973.

STATE OF COLORADO
COUNTY OF COLORADO
ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19 by as President of corporation.

Witness my hand and official seal.

My commission expires 19

STATE OF COLORADO
COUNTY OF NORTH DAKOTA, SOUTH DAKOTA
ACKNOWLEDGMENT--INDIVIDUAL

On this day of 19, before me personally appeared, known to me to be the person who described in and who executed the

the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature) Notary Public (Typed or printed)

STATE OF NORTH DAKOTA, SOUTH DAKOTA
COUNTY OF NORTH DAKOTA, SOUTH DAKOTA
ACKNOWLEDGMENT--CORPORATION

On this day of 19, before me personally appeared, President of the corporation described in and

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19, My commission expires

(Signature) Notary Public (Typed or printed)

STATE OF MONTANA
COUNTY OF MONTANA
ACKNOWLEDGMENT--INDIVIDUAL

On this day of 19, before me, a notary public, within and for the county and state aforesaid, personally

a notary public, personally appeared, known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires Notary Public within and for the

State of Residing at

STATE OF MONTANA
COUNTY OF MONTANA
ACKNOWLEDGMENT--CORPORATION

Before me, a notary public, within and for the county and state aforesaid, personally

appeared, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

Given under my hand and official seal this day of 19

My commission expires

Notary Public within and for the

**ASSIGNMENT
OF
OIL AND GAS LEASE**

Reception No. <u>154888</u>	
Recorded <u>Feb 13</u> 19 <u>72</u> , at <u>9:58</u> <u>11</u> A.M.	
In Book <u>49617</u> , Page <u>71</u>	County <u>Sublette</u>
State <u>Wyoming</u>	County Clerk - Register of Deeds
Return To: <u>7-11-72</u>	

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming to-wit:

Lessor: James Brothers Cattle Company, a co-partnership composed of
Carroll James, Hazel James, Warren G. Koch and Lois P. Koch,
Daniel, Wyoming 83115.

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 23, 1972

Recorded: Book 48 O&G, Page 175

Lands: Township 34 North, Range 112 West, 6th P. M.
Section 4: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 8: N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 9: S $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 10: N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Containing 920.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (— %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and binding said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED THIS 8th day of May, 19 72


J. Donald Miller
B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
ACKNOWLEDGMENT--INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 8th day of May, 1972, by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd 1973

Notary Public

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19 by as President of corporation.

Witness my hand and official seal.

My commission expires 19

Notary Public

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

On this day of 19, before me personally appeared described in and who executed the

the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this day of 19 My commission expires

(Signature) (Typed or printed)

Notary Public

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

On this day of 19, before me personally appeared President of the corporation described in and

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this day of 19 My commission expires

(Signature) (Typed or printed)

Notary Public

STATE OF COLORADO
COUNTY OF
ACKNOWLEDGMENT--INDIVIDUAL
MONTANA

On this day of 19, before me known to me to be the person whose name is

a notary public, personally appeared subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires

Notary Public within and for the

State of Residing at

STATE OF
COUNTY OF
ACKNOWLEDGMENT--CORPORATION
MONTANA

Before me, a notary public, within and for the county and state aforesaid, personally appeared known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such

corporation executed the same.

Given under my hand and official seal this day of 19

ASSIGNMENT
OF
OIL AND GAS LEASE

Reception No. 154889
Recorded Feb 12, 19 73, at Denver, Colo. M.
In Book 49 649, Page 73, Sublette County
State Colo. County Clerk - Register of Deeds
Return For: _____

KNOW ALL MEN BY THESE PRESENTS, That
For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,
1145 Petroleum Club Building,
Denver, Colorado 80202.

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to _____
Continental Oil Company, a Delaware corporation,
P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether
one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of
Wyoming, to-wit:

Lessor: Boyd C. Kelly and Patricia L. Kelly, husband and wife,
Santa Ynez, California 93460

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 21, 1972

Recorded: Book 48 O&G, Page 177

Lands: Township 34 North, Range 112 West, 6th P. M.
Section 4: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 8: N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Section 10: N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Containing 920.00 acres, more or less.

Overriding royalty previously reserved or granted: None %.

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (-%) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED THIS 8th day of May, 19 72

J. Donald Miller
J. Donald Miller
B. Geraldine Miller
B. Geraldine Miller

STATE OF COLORADO
CITY AND COUNTY OF DENVER
ss. }
The foregoing instrument was acknowledged before me this 8th day of May 1972 by J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

February 3rd 1973

Notary Public

STATE OF COLORADO
COUNTY OF COLORADO, WYOMING
ss. }
The foregoing instrument was acknowledged before me this 19th day of 1972 by

My commission expires 1973
Witness my hand and official seal.

STATE OF NORTH DAKOTA
COUNTY OF NORTH DAKOTA, SOUTH DAKOTA
ss. }
On this 19th day of 1972, before me personally appeared

ACKNOWLEDGMENT--INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA
Notary Public
(Signature)
(Typed or printed)

Given under my hand and official seal this 19th day of 1972, My commission expires

STATE OF MONTANA
COUNTY OF MONTANA
ss. }
On this 19th day of 1972, before me

ACKNOWLEDGMENT--CORPORATION
MONTANA
Notary Public within and for the
State of
Residing at

Witness my hand and official seal.

subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF
COUNTY OF
ss. }

Before me, a notary public within and for the county and state aforesaid, personally appeared
the corporation that executed the within instrument, and acknowledged to me that such
corporation executed the same.
Given under my hand and official seal this 19th day of 1972

**ASSIGNMENT
OF
OIL AND GAS LEASE**

134830	
Reception No.	
Recorded	7-21-72, 1972, at <u>Fort Collins, CO</u>
In Book	119, Page 25, <u>Fort Collins</u> County
State	County Clerk - Register of Deeds
Return To:	

KNOW ALL MEN BY THESE PRESENTS, That

For and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, J. Donald Miller and B. Geraldine Miller, husband and wife,

1145 Petroleum Club Building,

Denver, Colorado 80202,

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to

Continental Oil Company, a Delaware corporation,

P. O. Box 1267, Ponca City, Oklahoma 74601,

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas lease(s) (herein called "said lease," whether one or more) insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of

Wyoming, to-wit:

Lessor: Jessie Jean Robbins and David W. Robbins, wife and husband,
408 South Washington Avenue, Moorestown, New Jersey 08057

Lessee: J. Donald Miller,
1145 Petroleum Club Building, Denver, Colorado 80202

Dated: March 21, 1972

Recorded: Book 48 O&G, Page 190

Lands: Township 35 North, Range 111 West, 6th P. M.
Section 7: Lot 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$
Township 35 North, Range 112 West, 6th P. M.
Section 1: Lots 1, 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 12: NE $\frac{1}{4}$
Township 36 North, Range 112 West, 6th P. M.
Section 36: All

Containing 1,196.53 acres, more or less.

Overriding royalty previously reserved or granted: None %

As one of the considerations for this assignment, Assignee shall pay Assignor, as an overriding royalty, None percent (- %) of the proceeds from the sale of the oil, gas and casinghead gas, if, as and when produced, saved and sold from said lands under the terms of said lease. Such overriding royalty shall be free of all costs and expenses except Assignor's pro rata share of (1) any and all ad valorem, severance, gross production or other tax based on the amount or value of the production, and (2) any costs connected with treating, handling and transporting the production to the point of sale. No overriding royalty shall apply to production used for operations on said lands or unavoidably lost.

Except for any previously reserved or granted overriding royalty or other burden hereinabove referred to, the overriding royalty herein reserved shall be deemed to include any overriding royalty or other burden (other than the basic landowner's royalty) heretofore created and burdening said lease.

If Assignor's interest in said lease is less than the entire interest, or if said lease covers less than the entire oil, gas and casinghead gas estate in said lands or any portion thereof then the overriding royalty herein reserved shall be proportionately reduced.

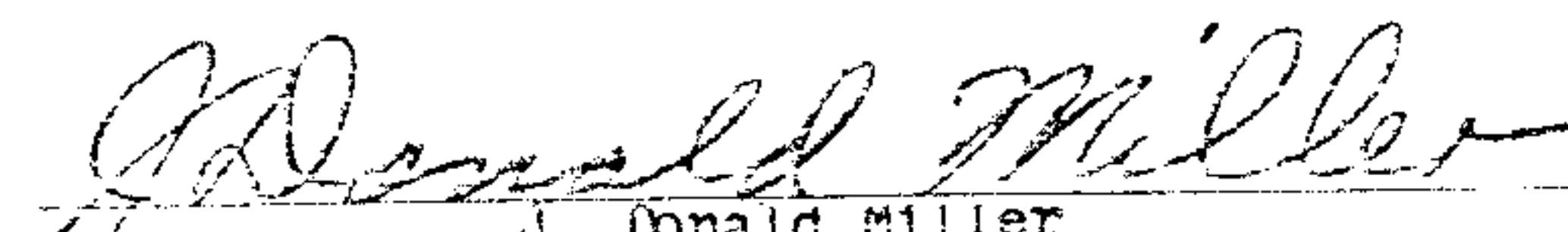
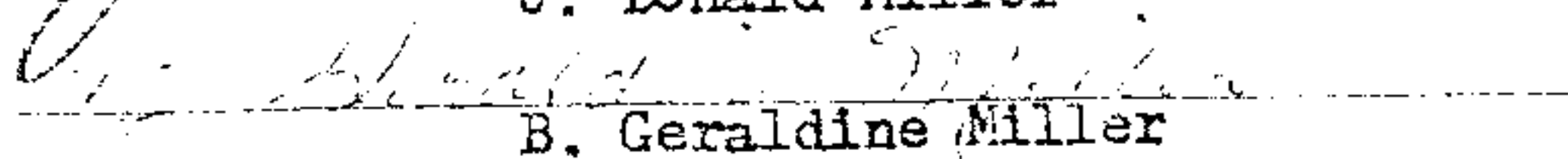
No change in the ownership of the overriding royalty herein reserved shall be binding on Assignee until after Assignee has been furnished with the instrument or instruments evidencing such change in ownership.

In the event said lands or any portion thereof shall be communitized or unitized with other lands, the overriding royalty reserved hereunder, shall, as to such lands, be computed on the basis of production allocated thereto pursuant to the communitization or unitization agreement. Assignor shall, upon request by Assignee, commit such overriding royalty to any such agreement.

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 8th day of May, 19 72


J. Donald Miller

B. Geraldine Miller

STATE OF COLORADO
CITY AND DENVER
COUNTY OF ss. }
The foregoing instrument was acknowledged before me this 19. 72 day of February, 1972, J. Donald Miller and B. Geraldine Miller, husband and wife.

Witness my hand and official seal.

My commission expires February 3rd, 1973.

STATE OF COLORADO
COUNTY OF ss. }
The foregoing instrument was acknowledged before me this 19. day of February, 1973, by President of CORPORATION COLORADO, WYOMING

Notary Public

2, corporation.

Witness my hand and official seal.

My commission expires 19.

STATE OF COLORADO
COUNTY OF ss. }
On this 19. day of February, 1973, before me personally appeared NORTH DAKOTA, SOUTH DAKOTA

the within and foregoing instrument, and acknowledged to me that executed the same.

Given under my hand and official seal this 19. day of February, 1973. My commission expires

(Signature) (Typed or printed) Notary Public

STATE OF COLORADO
COUNTY OF ss. }
On this 19. day of February, 1973, before me personally appeared NORTH DAKOTA, SOUTH DAKOTA

that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this 19. day of February, 1973. My commission expires

(Signature) (Typed or printed) Notary Public

STATE OF COLORADO
COUNTY OF ss. }
On this 19. day of February, 1973, before me personally appeared a notary public, personally appeared

subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires.

State of Residing at

STATE OF COLORADO
COUNTY OF ss. }
ACKNOWLEDGMENT--CORPORATION MONTANA

Before me, a notary public, within and for the county and state aforesaid, personally appeared, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Given under my hand and official seal this 19. day of February, 1973.

My commission expires

Notary Public within and for the

EFFECTIVE WITH FIRST PRODUCTION

This Overriding Royalty Assignment, made this 4th day of December, 19 72, by and between

Esther Chorney

whose address is P. O. Box 391, Casper, Wyoming 82601

hereinafter called Lessee; and Chorney Oil Company

P. O. Box 144, Casper, Wyoming 82601

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated SEE SCHEDULE, 19

bearing Serial No. SEE SCHEDULE, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, to wit:

SEE ATTACHED SCHEDULE

134923

RECORDED	<u>February 14</u>	<u>1973</u>	<u>9:01 A.M.</u>
IN BOOK	<u>49</u>	<u>669</u>	<u>77</u>
FEE \$	<u>4.75</u>	<u>James A. Clark</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

NOW, Therefore, in consideration of the premises and the sum of --Ten and No/100-- Dollars, and other valuable consideration, receipt

whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, its successors and

assigns, an overriding royalty interest of SEE ATTACHED SCHEDULE

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to term of leases

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Esther Chorney
ESTHER CHORNEY

Lessee

STATE OF Wyoming

COUNTY OF Natrona

ACKNOWLEDGMENT

Single or Married

On this 4th day of December, 19 72, before me personally appeared Esther Chorney

to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or 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 effect of signing and acknowledging the said instrument.

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

DOROTHY H. KOCH - Notary Public

County of Natrona

State of Wyoming

Dorothy H. Koch
Notary Public

My Commission expires on the _____ day of _____, A.D. 19 _____
My Commission Expires Apr. 2, 1975

LEASE SCHEDULE

LEASE NUMBER	LEASE DATE	DESCRIPTION	PERCENTAGE OF OVERRIDING ROYALTY ASSIGNED
--------------	------------	-------------	---

W-3344	1-1-67	T. 33 North, R. 114 West, 6th P.M. Section 14: All Containing 640.00 acres, m/1	1%
--------	--------	---	----

W-3344-B	1-1-67	T. 33 North, R. 114 West, 6th P.M. Section 11: SW $\frac{1}{4}$ Section 22: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Containing 440.00 acres, m/1	1 $\frac{1}{2}$ %
----------	--------	---	-------------------

W-3344-C	1-1-67	T. 33 North, R. 114 West, 6th P.M. Section 22: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 23: All Containing 920.00 acres, m/1	1 $\frac{1}{2}$ %
----------	--------	--	-------------------

W-7419	9-1-67	T. 34 North, R. 114 West, 6th P.M. Section 10: All Section 11: All Section 12: W $\frac{1}{2}$ Containing 1600.00 acres, m/1	1 $\frac{1}{2}$ %
--------	--------	--	-------------------

W-7419-B	9-1-67	T. 34 North, R. 114 West, 6th P.M. Section 13: W $\frac{1}{2}$ Containing 320.00 acres, m/1	1 $\frac{1}{2}$ %
----------	--------	---	-------------------

W-7420	9-1-67	T. 34 North, R. 114 West, 6th P.M. Section 15: All Containing 640.00 acres, m/1	1 $\frac{1}{2}$ %
--------	--------	---	-------------------

W-7420-B	9-1-67	T. 34 North, Range 114 West, 6th P.M. Section 14: All Section 23: All Containing 1280.00 acres, m/1	1 $\frac{1}{2}$ %
----------	--------	--	-------------------

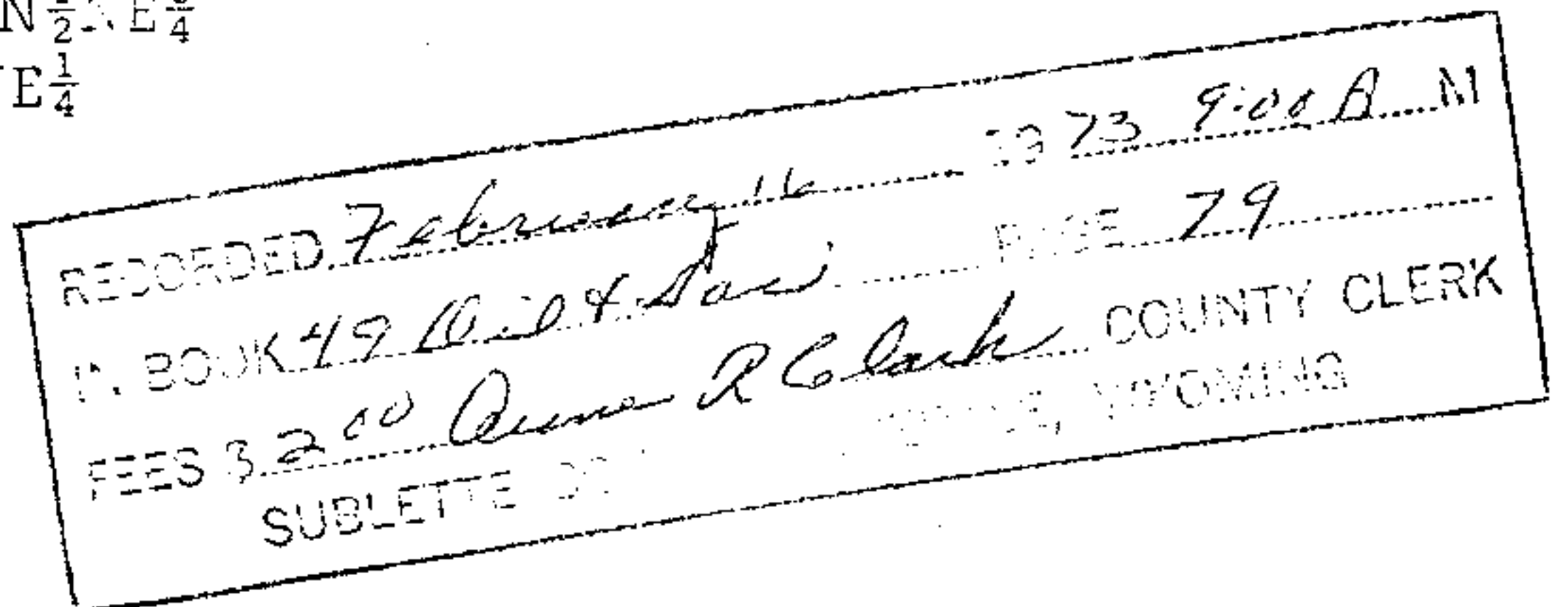
RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Mountain Minerals Company, a Special Partnership
For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessors Kenneth Guio,
also known as Kenneth H. Guio, and Marjorie Guio, husband and wife,
Big Piney, Wyoming 83113 heirs, assigns and legal representatives,
all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas
mining lease, made and entered into by and between Kenneth Guio, also known as Kenneth H. Guio,
and Marjorie Guio, husband and wife, Big Piney, Wyoming 83113, and R. J. Ackerman,
P. O. Box 2775, Casper, Wyoming 82601

as lessee _____, dated the 7th day of February 19 69, insofar as same covers the following
described land, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 28: SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 33: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 34: NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

134952



~~XXXXXX~~ _____, ~~XXXXXX~~ _____, ~~XXXXXX~~ _____, and containing 960.00
acres, situated in the County of Sublette and State of Wyoming, said lease being
recorded in the office of the Recorder of Deeds in and for said county, in Book 42 O&G Page 380.

Executed this 15th day of February, 1973.

MOUNTAIN MINERALS COMPANY
A Special Partnership

By: [Signature]
R. J. Ackerman, General Partner

STATE OF Wyoming }
COUNTY OF Natrona } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th
day of February, 1973, personally appeared R. J. Ackerman

and _____, to me known to be the identical person_____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed the same as _____ his _____ free
and voluntarily last and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires March 25, 1975 [Signature] Notary Public.

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

My Commission expires _____ Notary Public.

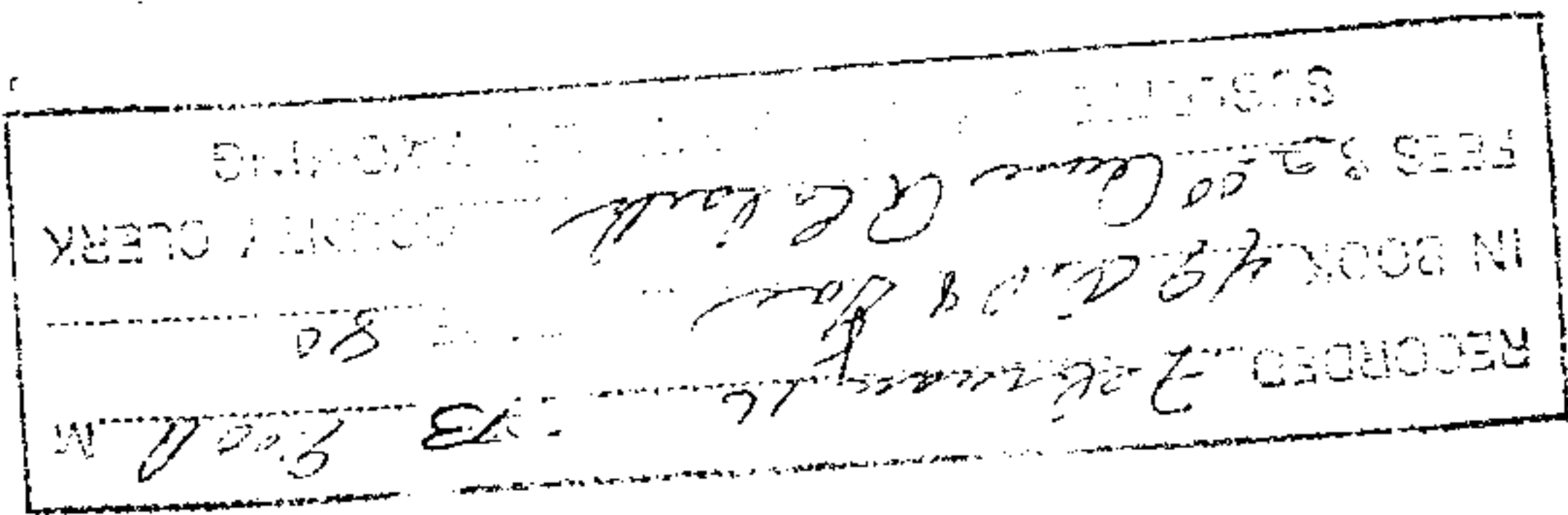
ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
MINERAL INTERESTS IN OIL AND GAS LEASE
71-15576

DISTRICT LAND OFFICE, Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, that A. G. ANDRIKOPoulos, a single man
P. O. Box 788, Cheyenne, Wyoming 82001

Assignor (whether one or more) for the sum of
Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which
is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied,
overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
F. L. SHOGGIN	P. O. Box 5752 Denver, Colorado 80217	1 1/2 of 8/8ths



1349353

Being in all a total of an undivided One and One-Fourth Percent of Eight-Eighths
overriding royalty on all of the oil,
gas and other hydrocarbon substances that may be produced, saved and marketed from the following described
lands situated in SUBLETTE County, State of WYOMING, under the above
designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Section 36: W 1/2

Containing 320.00 acres, more or less.

WITNESS our hands this 1st day of November, 1972

Witnesses:

A. G. ANDRIKOPoulos, a single man

STATE OF WYOMING
COUNTY OF LARAMIE
ss.

On the 1st day of November, 1972, before me personally appeared
A. G. ANDRIKOPoulos, a single man, he executed the same.

Notary Public

Residing in Cheyenne, Wyoming 82001

July 15, 1975

My commission expires:

RATIFICATION OF LEASE AND RENTAL STIPULATION

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS the undersigned have entered upon an agreement of sale of lands, including those covered by the following described Lease:

Lessor: William Bloom and
Magdaline Bloom

Lessee: Voyager Petroleum, Inc.

Dated: September 17, 1969

Recorded: September 23, 1969

Assigned To: Continental Oil Company

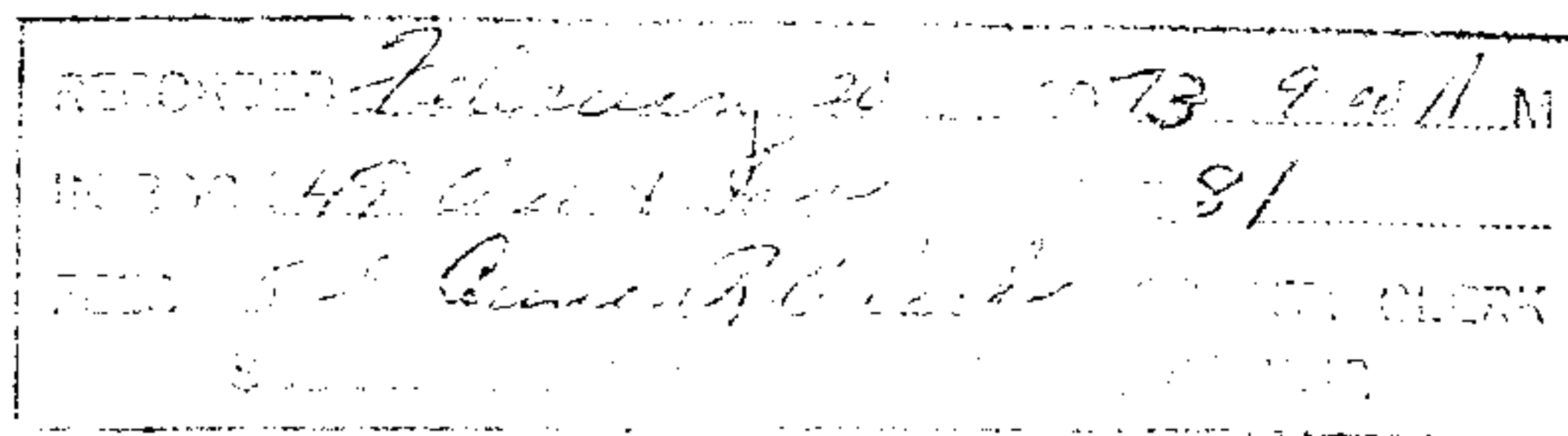
Lands: Twp. 36 N., R. 110 W., 6th P.M.
Section 5: Lots 2, 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 6: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 18: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$
Twp. 37 N., R. 110 W., 6th P.M.
Section 35: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sublette County, Wyoming

and,

WHEREAS, it is the desire of the parties that all future delay rentals provided for in such Lease be paid or tendered to John A. Dussault and Dorothy B. Dussault, purchasers under the above mentioned contract of sale or to the credit of the purchasers in the First National Bank of Pinedale at Pinedale, Wyoming, and

WHEREAS, it is the desire of the undersigned to ratify such Lease and to stipulate as to the delay rentals payable thereunder.

- 134984



NOW, THEREFORE, in consideration of the premises and other valuable consideration, the undersigned hereby agree as follows:

1. Any delay rentals that may hereafter become payable under the terms of the above described lease with respect to the lands covered thereby and the interest of the undersigned therein shall be payable to or deposited in the First National Bank of Pinedale at Pinedale, Wyoming, for the credit of John A. Dussault and Dorothy B. Dussault.

2. Payment or tender of delay rentals or the deposit thereof in the depository bank at the times and in the manner specified in said lease and in accordance with this stipulation shall extend to the above described lease and continue the same in full force and effect according to its terms.

3. The undersigned hereby ratify and confirm the above described lease as being in full force and effect in accordance with its terms and hereby acknowledge the timely receipt and payment in full of all payments payable under the provisions thereof on account of the interest of the undersigned in the lands covered by such lease.

4. This instrument shall be binding upon the undersigned and their heirs, personal representatives, successors and assigns.

EXECUTED this 23rd day of January, 1973

William Bloom
J. William Bloom

Magdaline Bloom
Magdaline Bloom

John A. Dussault
John A. Dussault

Dorothy B. Dussault
Dorothy B. Dussault

STATE OF Wyoming)
COUNTY OF Sublette) ss.

The foregoing instrument was acknowledged before me
this 4th day of January, 19 73, by J. William Bloom.

Witness my hand and official seal.

My commission expires 4/22/74.

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

Donna E. Sievers
Notary Public

STATE OF Wyoming)
COUNTY OF Sublette) ss.

The foregoing instrument was acknowledged before me
this 4th day of January, 19 73, by Magdaline Bloom.

Witness my hand and official seal.

My commission expires 4/22/74.

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

Donna E. Sievers
Notary Public

STATE OF Wyoming)
COUNTY OF Sublette) ss.

The foregoing instrument was acknowledged before me
this 23rd day of January, 19 73, by John A. Dussault.

Witness my hand and official seal.

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

Donna E. Sievers
Notary Public

STATE OF Wyoming)
COUNTY OF Sublette) ss.

The foregoing instrument was acknowledged before me
this 23rd day of January, 19 73, by Dorothy B. Dussault.

Witness my hand and official seal.

My commission expires 4/22/74.

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

Donna E. Sievers
Notary Public

RECEIVED
OFFICE OF THE ATTORNEY GENERAL
STATE OF OKLAHOMA
TULSA CITY, OKLAHOMA

)
)
)

)
)
)

)
)
)

)
)
)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

6-113253

FORM APPROVED
OMB NO. 42-R1599

Serial No. **W-084327**

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

Phillips Petroleum Company
 Bartlesville, Oklahoma 74004

The undersigned, as owner of **50%** percent of record title of the above-designated oil and gas lease issued effective (date) **January 1, 1960**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)
- Township 35 North, Range 115 West, 6th P.M.,
Section 25: All
containing 640.00 acres, more or less, in Sublette County, Wyoming**

This Assignment is made without representation or warranty of title, either express or implied.

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) **100%**
4. What part of the record title interest is being retained by assignor(s)? **None.**
- 5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) **None.**
- b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) **32%**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **11th** day of **January**, 19**73**
TENNECO OIL COMPANY

Certified Copy of Resolution by Board of Directors of Tenneco Oil Company designating **L. L. Parish** as Attorney-In-Fact is filed in **Wyoming - 0405-18**, will in effect.

BY **L. L. Parish**
(Assignor's Signature)
L. L. Parish
Attorney-in-Fact

(Assignor's Address)
P. O. Box 2410, Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

134989

Assignment approved as to the lands described below:

RECORDED February 20 1973 2:01 PM
IN BOOK 49 Oil & Gas PAGE 85
FEES \$4.00 **Clara R. C. Cook** COUNTY CLERK
SUBLETTE CO. WYOMING

Assignment approved effective _____ By _____
(Authorized Officer)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 9th day of February, 1973

PHILLIPS PETROLEUM COMPANY

By: R. D. Smith mh

(Assignee's Signature)

Attorney in Fact

EVIDENCE OF AUTHORITY OF ATTORNEY
IN FACT IS FILED IN 41 092534
AND SUCH AUTHORITY IS STILL IN EFFECT.

Bartlesville, Oklahoma 74004

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* -- Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* -- File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* -- Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* -- Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* -- Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 -- Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by

aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* -- Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

ACKNOWLEDGEMENT FOR TENNECO OIL COMPANY

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of January, 1973 by L. L. PARISH as Attorney-in-Fact for Tenneco Oil Company.

Witness my hand and official seal.

Elane C. Middaugh

Notary Public

Elane C. Middaugh

My Commission expires ~~My Commission expires July 13, 1974~~

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-30003

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Kenneth F. Cummings and A. W. Fleming, 288

Lincoln Tower Building, Denver, Colorado 80203

Assignor (whether one or more), for the sum of Ten Dollars (\$10.00) and other good and valuable con- sideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount shown:

NAME	ADDRESS	PERCENT
A. W. Fleming, Trustee under Trust dated 5/1/70 for the benefit of Sharon Ann Cummings	5353 South Dayton Englewood, Colorado 80110	1%
Douglas J. Swanson, Trustee under Trusts dated 5/1/70 for the benefit of Cynthia Gay Fleming & Lori Beth Fleming	288 Lincoln Tower Building Denver, Colorado 80203	1%

being in all a total of an undivided Two Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 112 West, 6th P.M.
Section 9: S $\frac{1}{2}$
Section 10: All

containing 960.00 acres, more or less.

WITNESS our hands this 12th day of January 1973.

Kenneth F. Cummings

A. W. Fleming

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 12th day of January, 1973, by Kenneth F. Cummings & A. W. Fleming.

Witness my hand and official seal.

Notary Public

My commission expires August 4, 1974

STATE OF)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this

day of

as

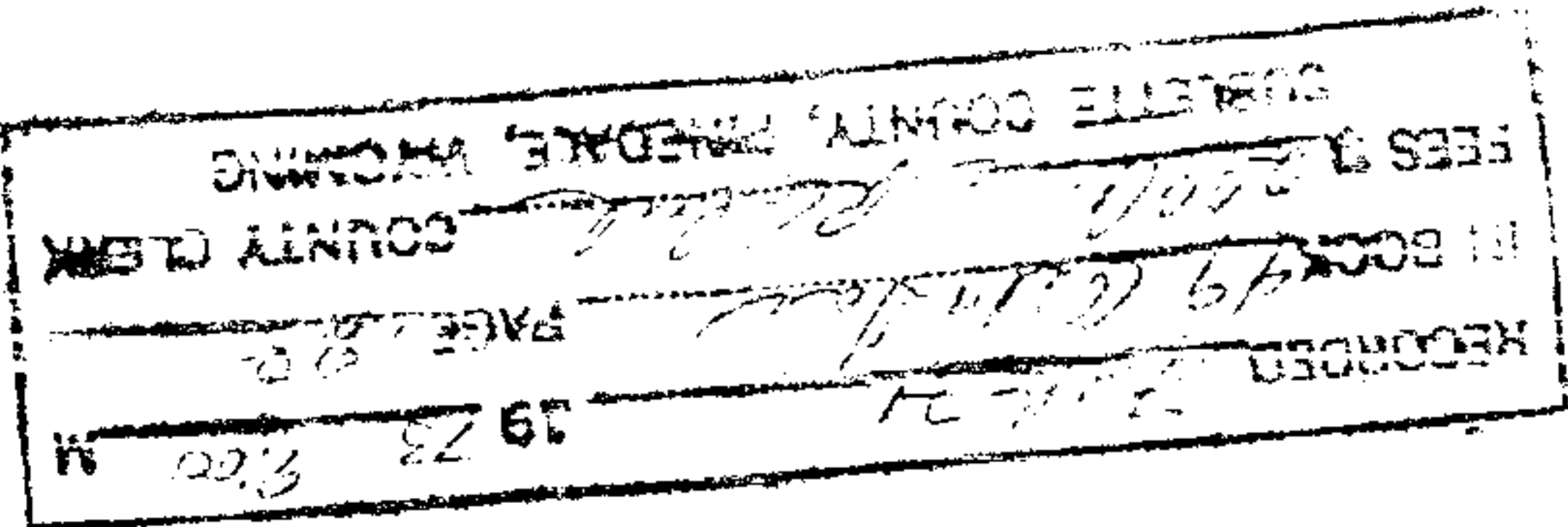
of

a corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires



135010

RELEASE OF OIL AND GAS LEASE

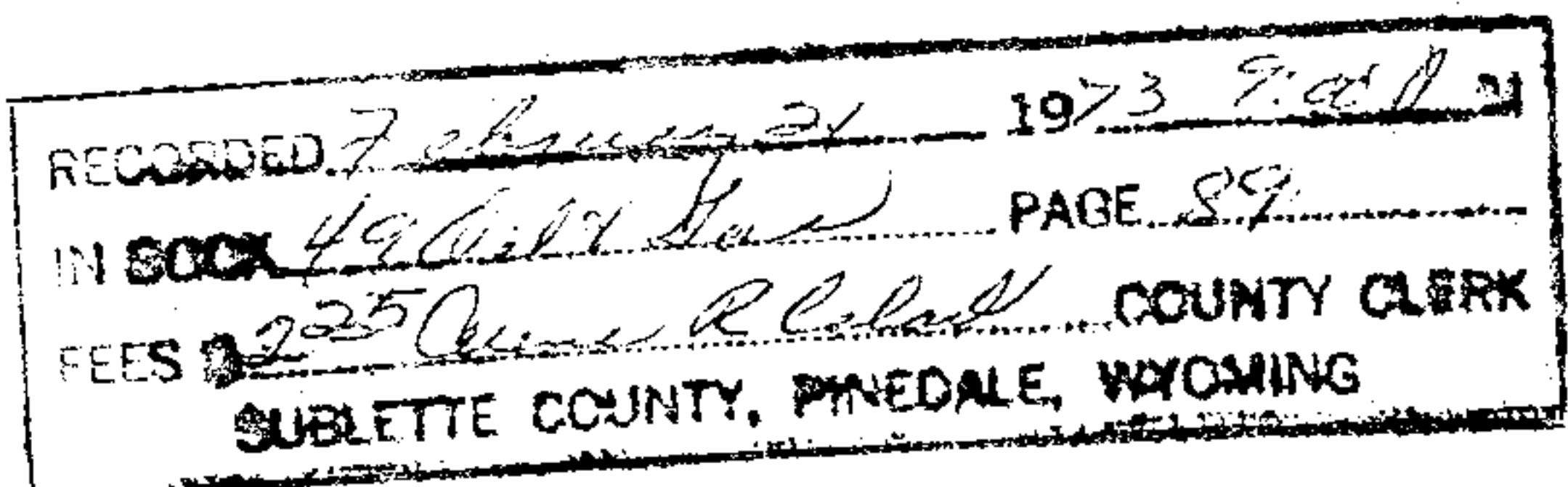
KNOW ALL MEN BY THESE PRESENTS: That P.O. Box 2956, Casper, Wyoming 82601 and CHANDLER AND ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202, for a good and valid consideration do hereby release, convey, quitclaim and assign to the lessors

Gordon Mickelson and Margaret G. Mickelson, together with their heirs, assigns and legal representatives, all right, title and interest, including the release and quitclaim of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Gordon Mickelson and Margaret G. Mickelson, husband and wife, P. O. Box 189, Big Piney, Wyoming, as lessors and J. J. Sullivan, P. O. Box 1398, Casper, Wyoming 82601,

as lessee, dated the 30 day of July, 1969, insofar as same covers the following described land, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 21: E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 22: S $\frac{1}{2}$
Section 27: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$

135011



Section 21, 22, 27, 28, Township 31 North, Range 113 West, 6th P.M., and containing 720.00 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 43 Page 393.

Executed this 14th day of August, 1972.

CHANDLER AND ASSOCIATES, INC.

MOUNTAIN MINERALS COMPANY, A Special Partnership

By: Collis P. Chandler, Jr.

BY: R. J. Ackerman

ATTEST: Hubert L. White, Secretary

R. J. Ackerman, General Partner

STATE OF WYOMING

COUNTY OF NATRONA

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of August, 1972, personally appeared R. J. Ackerman and

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

My Commission Expires

CORALIE N. DEWITT - Notary Public

Notary Public.

County of Natrona

State of Wyoming

My Commission Expires Feb. 8, 1973

State of COLORADO

County of DENVER

ACKNOWLEDGMENT (For use by Corporation)

On this 14th day of August, A. D. 1972, before me personally appeared COLLIS P. CHANDLER, JR., to me personally known, who, being by me duly sworn, did say that he is the President of CHANDLER & ASSOCIATES, INC., 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 COLLIS P. CHANDLER, JR., acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this August, A. D. 1972.

My Commission Expires

June 10, 1973

Notary Public

949-9127-00

KNOW ALL MEN BY THESE PRESENTS, That MOUNTAIN MINERALS COMPANY, A Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202 and DEFGO, INC., 1025 Petroleum Club Building, Denver, Colorado 80202 do hereby release, relinquish and surrender respectively to the lessors Gordon Mickelson and Margaret G. Mickelson, husband and wife, "O. Box 189, Big Piney, Wyoming, their heirs, assigns and legal representatives, all right, title and interest in and to a certain oil and gas lease dated July 30, 1969, between the above mentioned lessors and J. J. Sullivan, P. O. Box 648, Casper, Wyoming 82601, as lessee, insofar as same covers the following described land, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 17: S1SE4
Section 19: S1NE4, N1SE4
Section 20: N1NE4, SW1NE4, NE1NW4
Section 21: S1NW4, NW1SW4, NW1NW4
Containing 760.00 acres, more or less
OGC
Recorded July 30, 1969 Book 43/ Page 393

August 16, 1972

Date

ATTEST:

ATTEST: Hubert L. White, Secretary

Date

BY: R. J. Ackerman, General Partner

MOUNTAIN MINERALS COMPANY, A

Special Partnership

CHANDLER & ASSOCIATES, INC.

BY: Collis P. Chandler, Jr., President

DEFGO, INC.

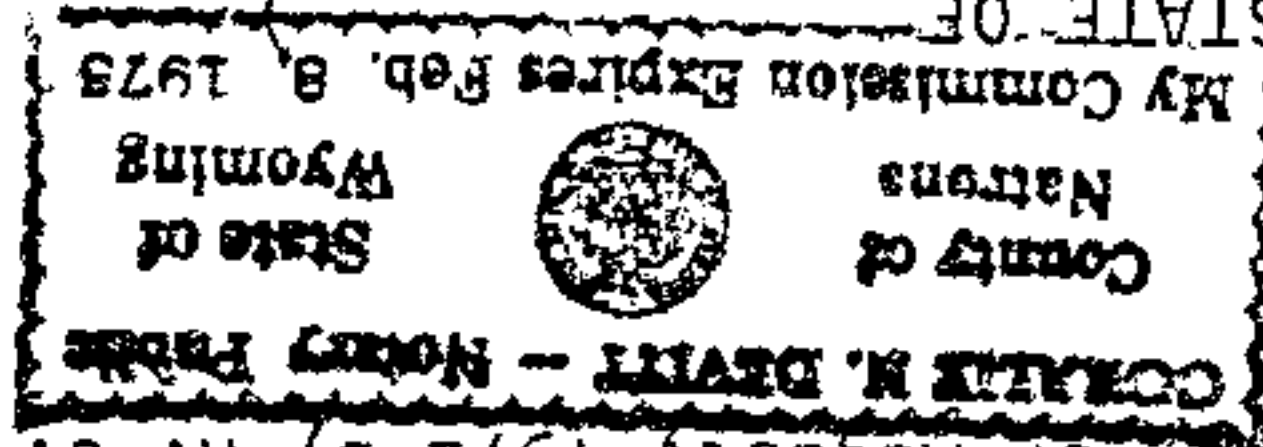
ATTEST: Michael D. Shepard, Secretary

STATE OF WYOMING

ss

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 16th day of August, 1972 by R. J. Ackerman. Witness my hand and official seal.



STATE OF
COUNTY OF

ss

The foregoing instrument was acknowledged before me this 16th day of August, 1972, by COLLIS P. CHANDLER, JR. Witness my

day

My commission expires 6-10-73.

Notary Public

The foregoing instrument was acknowledged before me this day of 1972, by _____, Witness my hand and official seal.

STATE OF
COUNTY OF

ss

Notary Public

00-7475-345

INDEXED	FILED
AUG 21 1972	
FBI - BUTTE	
PAGE 90	
SHERIDAN COUNTY, WYOMING	

155013

AGREEMENT AND ASSIGNMENT OF OPERATING RIGHTS

THIS AGREEMENT AND ASSIGNMENT OF OPERATING RIGHTS, made and entered into by and between TENNECO OIL COMPANY, a Delaware corporation with an operating office at Denver, Colorado, as Party of the First Part who hereinafter, for convenience, will sometimes be referred to as "Tenneco", and PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an operating office at Bartlesville, Oklahoma, as Party of the Second Part who hereinafter, for convenience, will sometimes be referred to as "Second Party".

WITNESSETH:

WHEREAS, Tenneco is the owner of an undivided one-half (1/2) of the working and operating rights from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.) under that certain oil and gas lease issued by the United States of America under date January 1, 1960, which lease bears serial number W-084827, insofar as the said lease and said working and operating rights cover and relate to the following described lands located in the County of Sublette, State of Wyoming, to wit:

Township 35 North, Range 115 West, 6th P.M.

Section 35: All

Containing 640.00 acres, more or less

and

WHEREAS, Tenneco is the owner of an undivided three-fourths (3/4) of the working and operating rights from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.) under that certain oil and gas lease issued by the United States of America under date January 1, 1960, which lease bears serial number W-084827, insofar as the said lease and said working and operating rights cover and relate to the following described lands located in the County of Sublette, State of Wyoming, to wit:

Township 35 North, Range 115 West, 6th P.M.

Section 26: W/2

Containing 320.00 acres, more or less

WHEREAS, Tennessee is the owner of full working and operating rights from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.) under that certain oil and gas lease issued by the United States of America under date January 1, 1960, which lease bears serial number W-084827, insofar as the said lease and said working and operating rights cover and relate to the following described lands located in the County of Sublette, State of Wyoming, to wit:

Township 35 North, Range 115 West, 6th P.M.
Section 26: E/2
Containing 320.00 acres, more or less

and

WHEREAS, Second Party is entitled to an assignment of all of Tennessee's work- ing and operating rights in and under the above described lands, insofar and only insofar as said working and operating rights cover and pertain to the oil, gas and casinghead gas, and all rights pertaining thereto, in said lands from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.).

NOW, THEREFORE, for and in consideration of the premises, Tennessee does hereby convey, grant and assign to Second Party without representation or warranty of title either express or implied all of Tennessee's right, title and interest in and to the working and operating rights in, to, under and held in connection with the above-described oil and gas lease, insofar as it covers and pertains to the above-described lands and any renewals, modification or extensions of said oil and gas lease issued or to be issued in lieu thereof, and any exchange, consolidated or other character of lease issued or to be issued as a result thereof, the rights and interests so granted and assigned being all of Tennessee's present right and privilege to explore and drill for, mine, extract, produce, remove, treat, handle, dispose of and market oil and/or gas or any other minerals or substances covered by said oil and gas lease and contained in the lands described above, provided,

K93

however, that the rights and interest hereby assigned are limited to such rights and interests under said lease and in said lands, insofar and only insofar as said lease and said working and operating rights cover and pertain to the oil, gas, casinghead gas and other minerals, and all rights pertaining thereto, in said lands from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.).

The overriding royalty interest reserved by Phillips Petroleum Company in that certain Agreement and Assignment of Operating Rights dated November 15, 1971, by and between Phillips Petroleum Company and Tenneco Oil Company covering the E/2 Section 26, Township 35 North, Range 115 West, 6th P.M., Sublette County, Wyoming, shall terminate concurrently with the delivery of this Agreement and Assignment of Operating Rights and acceptance by Phillips Petroleum Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and assignment this 9th day of February, 1973.

TENNECO OIL COMPANY

Certified Copy of Resolution by Board of Directors of Tenneco Oil Company designating L. L. Parish as Attorney-In-Fact is filed in Wyoming-046548, still in effect.

By

L. L. Parish
L. L. PARISH

Attorney-in-Fact -- W

PHILLIPS PETROLEUM COMPANY

By

R. D. Smith

Attorney-in-Fact

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Address, include zip code)

SEATTLE, WASHINGTON 98101

IN FACT IS FILED IN 6092534
 RECORDS OF AGENCY OF ATTORNEY
 AND SUCH AUTHORITY IS STILL IN EFFECT.

Attorney in fact

By:

PHILIPS PETROLEUM COMPANY

19 73

February

Executed this 9th day of

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

- A. ASSIGNEE CERTIFIES THAT
1. Assignee is over 21 years of age
 2. Assignee is a citizen of the United States
 3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
 4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
 5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
 6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

PART II

158
94

ACKNOWLEDGEMENT FOR TENNECO OIL COMPANY

STATE OF COLORADO)

) ss.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of February, 1973, by L. L. PARISH as Attorney-in-Fact for Tenneco Oil Company.

Witness my hand and official seal.

Elane C. Middaugh

Notary Public

Elane C. Middaugh

My Commission Expires My Commission expires July 10, 1974

ACKNOWLEDGEMENT FOR PHILLIPS PETROLEUM COMPANY

Oklahoma
STATE OF COLORADO)

Washington ss.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of February, 1973, by R. D. Snell as Attorney-in-Fact for Phillips Petroleum Company.

Witness my hand and official seal.

Mary Lenton

Notary Public

My Commission Expires 11-9-73

5th January 1973
Kenneth Gulo, also known as Kenneth H. Gulo, and Marjorie Gulo, husband and wife

Big Piney, Wyoming 83113

Thomas F. Stroock

Box 2875, Casper, Wyoming 82601

Ten and More

DOLLARS

\$ 10.00

(cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasohol plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges, incident to, or convenient for the economical operation alone, or jointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 31 North, Range 114 West, 6th P. M.

Section 29: S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 32: NW $\frac{1}{4}$ SW $\frac{1}{4}$

Township 31 North, Range 113 West, 6th P. M.

Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 28: SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 34: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$

containing (8) acre(s) 1120

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lease is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free from any gas from the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney

sum of One Thousand and One Hundred Twenty and No/100 DOLLARS, which shall continue as the depository regardless of changes in the ownership of said land, the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period, for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities hereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assigns, their heirs, executors, administrators and successors, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of interests or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer of assignment or a true copy thereof, and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or sub-lessee, or sub-lessee, or such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

It at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessee may locate the time, place, manner, or any part thereof, in any unit plan of development or operation which it may deem proper, and in such event, the lessee shall be bound by the same. The Secretary of the Interior or by the Secretary of Agriculture and Lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the time of the completion or continuation of operation of a well on any portion of the area included within such production allocated pursuant to the unit plan, and the drilling or completion of a well on any portion of the area included within such unit plan shall be considered and considered as the drilling or completion of a well on the entire area of this lease as to all of the interests covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

See Rider Attached

In Testimony Whereof, We Sign, as of the day and year first above written.

135040

RECORDED
1973 FEB 14
IN BOOK 49 PAGE 76
COUNTY CLERK
WYOMING

Marjorie Gulo

Kenneth Gulo

STATE OF Wyoming
COUNTY OF Sublette
Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, undersigned, a Notary Public, in and for said County and State, on this 1st day of February, 1973 personally appeared Kenneth Guio, also known as Kenneth H. Guio,

and Marjorie Guio, husband and wife

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires F. H. MERBECK - Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1976

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19 by

Witness my hand and official seal.
My Commission Expires: Notary Public

State of }
County of } ss.
ACKNOWLEDGMENT (For use by Corporation)
On this day of, A. D. 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 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.
Witness my hand and seal this day of, A. D. 19.
(SEAL)
Notary Public.
My Commission expires.

FROM

TO

No. 19

County

This instrument was filed for record on the day of 19 at o'clock M. and duly recorded in Volume Page of the records of this office.

County Clerk

Deputy

What recorded return to

UNITED BLUE PRINT CO., CASPER, WYOMING

Initiated for Identification -

K. C.

M. G.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the Lessor and the reasonable compensation therefor. When requested, Lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor, and deliver to Lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of Lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Attachment - to Oil & Gas Lease dated January 5, 1973:

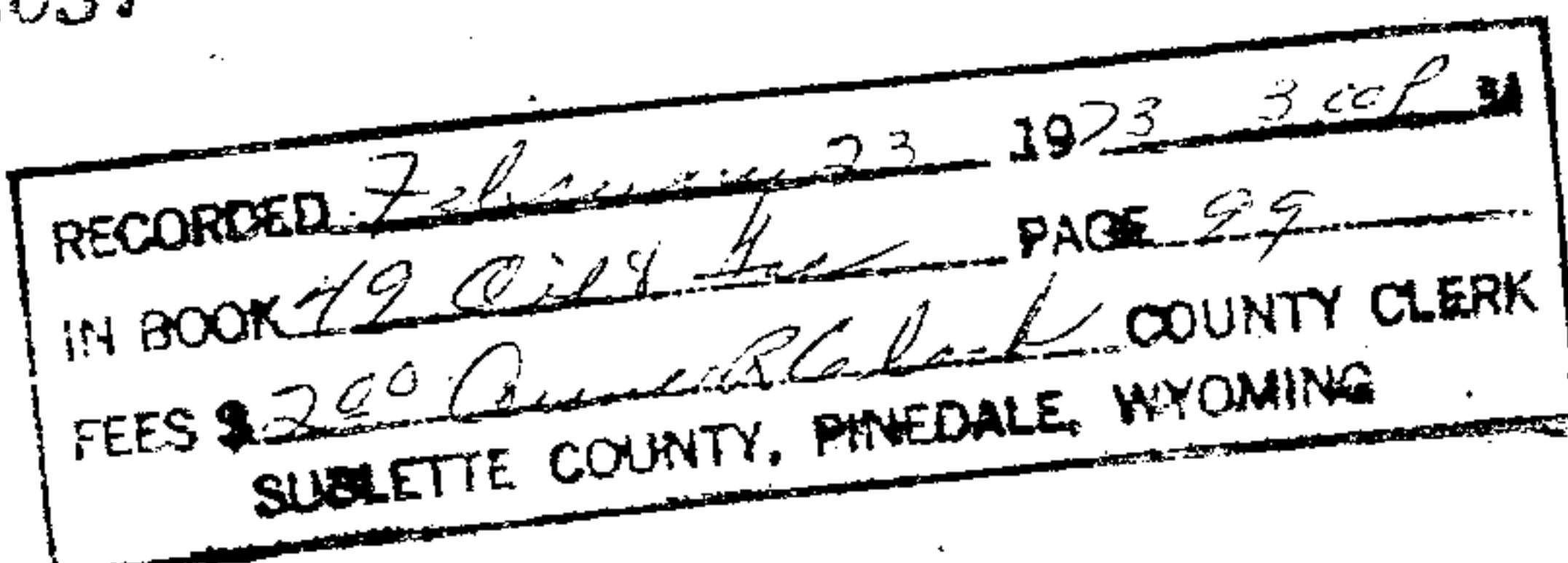
98

INSTRUMENT OF SURRENDER

WHEREAS, DEPCO, Inc., a Delaware Corporation, is the present record owner and holder of the oil and gas leases recorded in the office of the Register of Deeds of the County of Sublette, State of Wyoming, and described below:

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
0301083 Adelaide M. Munn T. 33 N., R. 113 W., 6th P.M.	January 8, 1968	42 O&G	197
Section 22: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$			
Section 23: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$			
Section 25: NW $\frac{1}{4}$ NW $\frac{1}{4}$			
Section 26: N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$			
Section 27: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$			

135057



WHEREAS, under the terms of said leases, lessee is given the right at any time or times to release and surrender all or any portion of said leases and thereafter be relieved of any and all obligations under said leases;

NOW, THEREFORE, the said DEPCO, Inc., does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessors named in said leases, their heirs, successors representatives and assigns, all of its right, title and interest in and to said leases.

DATED THIS 12th DAY OF February 19 73.

ATTEST:

Michael D. Shepard
Michael D. Shepard, Secretary

DEPCO, Inc.

By A. P. Tiddens
A. P. Tiddens, President

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 12th day of February, 1973.
WITNESS my hand and official seal.

My commission expires: May 26, 1976

John Heier
Notary Public

1

A.A.P.L. FORM 610

MODEL FORM OPERATING AGREEMENT--1956

Non-Federal Lands

OPERATING AGREEMENT

DATED

January 4, 1972,

FOR UNIT AREA IN TOWNSHIP 27 North, RANGE 111 West and 112 West,
6th P.M.

Sublette COUNTY, STATE OF Wyoming

BIRD CANYON FIELD

COVERING LEASEHOLDS SUBJECT TO THIS AGREEMENT ONLY AS TO DEPTHS BELOW
THE STRATIGRAPHIC EQUIVALENT OF THE DEPTH OF 4900 FEET AS IDENTIFIED IN THE
MMC No. 1 GOVERNMENT-MOBIL TEST LOCATED IN THE SW/4 SE/4 OF SECTION 19,
TOWNSHIP 27 NORTH, RANGE 111 WEST, SUBLETTE COUNTY, WYOMING.

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO. 610

135213

RECORDED	<u>March 5</u>	<u>1973</u>	<u>9:00 A.M.</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>101</u>
FEES	<u>\$48.50</u>	<u>Wm R Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, MINEDALE, WYOMING			

By L. J. Drake Deputy

TABLE OF CONTENTS

Paragraph Number	Title	Page	
1.	Definitions	1	
2.	Title Examination, Loss of Leases and Oil and Gas Interests	1	as amended
3.	Unleased Oil and Gas Interests	2	as amended
4.	Interests of Parties	2	as revised
5.	Operator of Unit	3	
6.	Employees	3	
7.	Test Well	3	as amended
8.	Costs and Expenses	3	as amended
9.	Operator's Lien	4	
10.	Term of Agreement	4	
11.	Limitation on Expenditures	4	
12.	Operations by Less Than All Parties	5	as amended
13.	Right to Take Production in Kind	6	as amended
14.	Access to Unit Area	7	
15.	Drilling Contracts	7	
16.	Abandonment of Wells	7	
17.	Delay Rentals and Shut-in Well Payments	8	as amended
18.	Preferential Right to Purchase	8	
19.	Selection of New Operator	8	
20.	Maintenance of Unit Ownership	9	
21.	Resignation of Operator	9	
22.	Liability of Parties	9	
23.	Renewal or Extension of Leases	9	
24.	Surrender of Leases	10	
25.	Acreage or Cash Contributions	10	
26.	Provision Concerning Taxation	10	
27.	Insurance	11	
28.	Claims and Lawsuits	11	
29.	Force Majeure	11	
30.	Notices	11	
31.	Other Conditions	12	as provided herein

OPERATING AGREEMENT

THIS AGREEMENT, entered into this 4th day of January, 1972, between
WESTTRANS PETROLEUM, INC.

hereafter designated as "Operator", and the signatory parties other than Operator:

WITNESSETH, THAT:

WHEREAS, the parties to this agreement are owners of oil and gas leases covering and, if so indicated, unleased mineral interests in the tracts of land described in Exhibit "A", and all parties have reached an agreement to explore and develop these leases and interests for oil and gas to the extent and as hereinafter provided;

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them.

- (1) The words "party" and "parties" shall always mean a party, or parties, to this agreement.
- (2) The parties to this agreement shall always be referred to as "it" or "they", whether the parties be corporate bodies, partnerships, associations, or persons real.
- (3) The term "oil and gas" shall include oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons, unless an intent to limit the inclusiveness of this term is specifically stated.
- (4) The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Unit Area which are owned by parties to this agreement.
- (5) The term "Unit Area" shall refer to and include all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".
- (6) The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Unit Area or as fixed by express agreement of the parties.
- (7) All exhibits attached to this agreement are made a part of the contract as fully as though copied in full in the contract.
- (8) The words "equipment" and "materials" as used here are synonymous and shall mean and include all oil field supplies and personal property acquired for use in the Unit Area.

2. TITLE EXAMINATION, LOSS OF LEASES AND OIL AND GAS INTERESTS

The parties have heretofore conducted such title examination as was necessary in connection with the drilling of the initial test well. Title examination for subsequent wells is to be conducted by the Operator, who will furnish Non-Operators with copies of materials for their concurrence in approval of titles.

~~obligations and of excess royalty, oil payments, and other special burdens. A copy of each title opinion, and of each supplemental opinion, and of all final opinions, shall be sent promptly to each party. The opinion of the examining attorney concerning the validity of the title to each oil and gas interest and each lease, and the amount of interest covered thereby shall be binding and conclusive on the parties, but the acceptability of leases as to primary term, royalty provisions, drilling obligations, and special burdens, shall be a matter for approval and acceptance by an authorized representative of each party.~~

~~All title examinations shall be made, and title reports submitted, within a period of _____ days after the submission of abstracts and title papers. Each party shall, in good faith, try to satisfy the requirements of the examining attorneys concerning its leases and interests, and each shall have a period of _____ days from receipt of title report for this purpose. If the title to any lease, or oil and gas interest, is finally rejected by the examining attorney, all parties shall then be asked to state in writing whether they will waive the title defects and accept the leases or interests, or whether they will stand on the attorney's opinion. If one or more parties refuse to waive title defects, this agreement shall, in that case, be terminated and abandoned, and all abstracts and title papers shall be returned to their senders. If all titles are approved by the examining attorneys, or are accepted by all parties, and if all leases are accepted as to primary terms, royalty provisions, drilling obligations and special burdens, all subsequent provisions of this agreement shall become operative immediately, and the parties shall proceed to their performance as they are hereinafter stated.~~

B. Failure of Title:

After all titles are approved or accepted, any defects of title that may develop shall be the joint responsibility of all parties and, if a title loss occurs, it shall be the loss of all parties, with each bearing its proportionate part of the loss and of any liabilities incurred in the loss. If such a loss occurs, there shall be no change in, or adjustment of, the interests of the parties in the remaining portion of the Unit Area.

C. Loss of Leases For Other Than Title Failure:

If any lease or interest subject to this agreement be lost through failure to develop or because express or implied covenants have not been performed, or if any lease be permitted to expire at the end of its primary term and not be renewed or extended, the loss shall not be considered a failure of title and all such losses shall be joint losses and shall be borne by all parties in proportion to their interests and there shall be no readjustment of interests in the remaining portion of the Unit Area.

3. UNLEASED OIL AND GAS INTERESTS

There are no unleased interests

4. INTERESTS OF PARTIES

Exhibit "A" lists all of the parties, and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this contract shall be borne and paid, and all equipment and material acquired in operations on the Unit Area shall be owned, by the parties as their interests are given in Exhibit "A". All production of oil and gas from the Unit Area, subject to the payment of lessor's royalties, shall also be owned by the parties in the same manner.

If the interest of any party in any oil and gas lease covered by this agreement is subject to an overriding royalty, production payment, or other charge over and above the usual one-eighth (1/8) royalty, such party shall assume and alone bear all such excess obligations and shall account for them to the owners thereof out of its share of the working interest production in the Unit Area.

5. OPERATOR OF UNIT

WESTRANS PETROLEUM INC. shall be the Operator of the Unit Area, and shall conduct and direct and have full control of all operations on the Unit Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained, or liabilities incurred, except such as may result from gross negligence or from breach of the provisions of this agreement.

6. EMPLOYEES

The number of employees and their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator. All employees shall be the employees of Operator.

7. TEST WELL

The provisions and conditions concerning the drilling and completing of the initial test well are set forth in various agreements drawn and executed between the parties in 1971. This Operating Agreement consolidates and supersedes all of the terms and conditions of those various agreements.

8. COSTS AND EXPENSES

Except as herein otherwise specifically provided, ^{and in Exhibit "A"} Operator shall promptly pay and discharge all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the cost and expense basis provided in the Accounting Procedure attached hereto and marked Exhibit "C". If any provision of Exhibit "C" should be inconsistent with any provision contained in the body of this agreement, ^{or in Exhibit "A"} the provisions in the body of this agreement shall prevail.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the costs to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated costs shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest at the rate of ^{eight percent (8%)} ~~six percent (6%)~~ annum until paid. Proper adjustment shall be made monthly between advances and actual cost, to the end that each party shall bear and pay its proportionate share of actual costs incurred, and no more.

9. OPERATOR'S LIEN

Operator is given a first and preferred lien on the interest of each party covered by this contract, and in each party's interest in oil and gas produced and the proceeds thereof, and upon each party's interest in material and equipment, to secure the payment of all sums due from each such party to Operator.

In the event any party fails to pay any amount owing by it to Operator as its share of such costs and expense or such advance estimate within the time limited for payment thereof, Operator, without prejudice to other existing remedies, is authorized, at its election, to collect from the purchaser or purchasers of oil or gas, the proceeds accruing to the working interest or interests in the Unit Area of the delinquent party up to the amount owing by such party, and each purchaser of oil or gas is authorized to rely upon Operator's statement as to the amount owing by such party.

In the event of the neglect or failure of any non-operating party to promptly pay its proportionate part of the cost and expense of development and operation when due, the other non-operating parties and Operator, within thirty (30) days after the rendition of statements therefor by Operator, shall proportionately contribute to the payment of such delinquent indebtedness and the non-operating parties so contributing shall be entitled to the same lien rights as are granted to Operator in this section. Upon the payment by such delinquent or defaulting party to Operator of any amount or amounts on such delinquent indebtedness, or upon any recovery on behalf of the non-operating parties under the lien conferred above, the amount or amounts so paid or recovered shall be distributed and paid by Operator to the other non-operating parties and Operator proportionately in accordance with the contributions theretofore made by them.

10. TERM OF AGREEMENT

This agreement shall remain in full force and effect for as long as any of the oil and gas leases subjected to this agreement remain or are continued in force as to any part of the Unit Area, whether by production, extension, renewal or otherwise; provided, however, that in the event the first well drilled hereunder results in a dry hole and no other well is producing oil or gas in paying quantities from the Unit Area, then at the end of ninety (90) days after abandonment of the first test well, this agreement shall terminate unless one or more of the parties are then engaged in drilling a well or wells pursuant to Section 12 hereof, or all parties have agreed to drill an additional well or wells under this agreement, in which event this agreement shall continue in force until such well or wells shall have been drilled and completed. If production results therefrom this agreement shall continue in force thereafter as if said first test well had been productive in paying quantities, but if production in paying quantities does not result therefrom this agreement shall terminate at the end of ninety (90) days after abandonment of such well or wells. It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

11. LIMITATION ON EXPENDITURES

Without the consent of all parties: (a) No well shall be drilled on the Unit Area except any well expressly provided for in this agreement and except any well drilled pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the drilling of a well shall include consent to all necessary expenditures in the drilling, testing, completing, and equipping of the well, including necessary tankage; (b) No well shall be reworked, plugged back or deepened except a well reworked, plugged back or deepened pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the reworking, plugging back or deepening of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well to produce, including necessary tankage; (c) Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Five Thousand and no/100-----Dollars (\$5000.00) except in connection with a well the drilling, reworking, deepening, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that in case of explosion, fire, flood, or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency and to safeguard life and property, but Operator shall, as promptly as possible, report the emergency to the other parties. Operator shall, upon request, furnish copies of its "Authority for Expenditures" for any single project costing in excess of \$5000.00.

12. OPERATIONS BY LESS THAN ALL PARTIES

If all the parties cannot mutually agree upon the drilling of any well on the Unit Area ~~or upon the reworking, deepening or plugging back of a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities on the Unit Area~~, any party or parties wishing to drill, rework, deepen or plug back such a well may give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days (except as to reworking, plugging back or drilling deeper, where a drilling rig is on location, the period shall be limited to forty-eight (48) hours exclusive of Saturday or Sunday) after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. Failure of a party receiving such a notice to so reply to it within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.

If any party receiving such a notice elects not to participate in the proposed operation (such party or parties being hereafter referred to as "Non-Consenting Party"), then in order to be entitled to the benefits of this section, the party or parties giving the notice and such other parties as shall elect to participate in the operation (all such parties being hereafter referred to as the "Consenting Parties") shall, within thirty (30) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the 48-hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions that their respective interests as shown in Exhibit "A" bear to the total interests of all Consenting Parties. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this section results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this section, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well, its leasehold operating rights, and share of production therefrom until the proceeds or market value thereof (after deducting production taxes, royalty, overriding royalty and other interests payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

- (A) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this section, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and
- (B) ^{300%}~~200%~~ of that portion of the costs and expenses of drilling, reworking, deepening or plugging back, testing and completing, after deducting any cash contributions received under Section ~~23~~ ²⁵ and ~~25~~ ^{300%} of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value.

Within sixty (60) days after the completion of any operation under this section, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; if there is a credit balance it shall be paid to such Non-Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it and from and after such reversion such Non-Consenting Party shall own the same interest in such well, the operating rights and working interest therein, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have owned had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the accounting procedure schedule, Exhibit "C", attached hereto.

Notwithstanding the provisions of this Section 12, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Unit Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this section shall have no application whatsoever to the drilling of the initial test well on the Unit Area, but shall apply to the reworking, deepening, or plugging back of the initial test well after it has been drilled to the depth specified in Section 7, if it is, or thereafter shall prove to be, a dry hole or non-commercial well, and to all other wells drilled, reworked, deepened, or plugged back, or proposed to be drilled, reworked, deepened, or plugged back, upon the Unit Area subsequent to the drilling of the initial test well.

13. RIGHT TO TAKE PRODUCTION IN KIND

Each party shall ^{have the right to} take in kind or separately dispose of its proportionate share of all oil and gas produced from the Unit Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Each party shall pay or deliver, or cause to be paid or delivered, all royalties, overriding royalties, or other payments due on its share of such production, and shall hold the other parties free from any liability therefor. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party.

Each party shall execute ^{such} all division orders and contracts ^{as may be required for the sale} ~~of sale~~ pertaining to its interest in production from the Unit Area, and shall be entitled to receive payment direct from the purchaser or purchasers thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the unit area, Operator shall have the right, subject to revocation at will by the party owning it, but not the obligation to purchase such oil and gas or sell it to others for the time being, at not less than the market price prevailing in the area, which shall in no event be less than the price which Operator receives for its portion of the oil and gas produced from the unit area. Any such purchase or sale by Operator shall be subject always to the right of the owner of production to exercise at any time its right to take in kind or separately dispose of its share of all oil and gas not previously delivered to a purchaser; provided, however, that such purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one year. Notwithstanding the foregoing, Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days notice of such intended sale.

14. ACCESS TO UNIT AREA

Each party shall have access to the Unit Area at all reasonable times, at its sole risk, to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator shall, upon request, furnish each of the other parties with copies of all drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Unit Area.

15. DRILLING CONTRACTS

All wells drilled on the Unit Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. Operator, if it so desires, may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the field, and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as shall be customary and usual in the field in contracts of independent contractors who are doing work of a similar nature.

16. ABANDONMENT OF WELLS

No well, other than any well which has been drilled or reworked pursuant to Section 12 hereof for which the Consenting Parties have not been fully reimbursed as therein provided, which has been completed as a producer shall be plugged and abandoned without the consent of all parties; provided, however, if all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall then assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and its equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. The assignments so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Unit Area to the aggregate of the percentages of participation in the Unit Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Unit Area.

After the assignment, the assignors shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open. Upon request of the assignees, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

17. DELAY RENTALS AND SHUT-IN WELL PAYMENTS

Payment of delay rentals and shut-in well payments which may be required under the terms of the lease or leases described in Exhibit "A" to this Operating Agreement dated January 4, 1972 shall be made by WESTRANS PETROLEUM, INC. and the parties to this Agreement shall be billed for such payments in proportion to their interests set forth in Exhibit "A" to this Operating Agreement. It is expressly understood and agreed that WESTRANS PETROLEUM, INC. shall not be liable for any error or mistake of any kind whatsoever that may occur in making such payments. The loss of any lease or interest therein which results from a failure to pay or an erroneous payment of rental or shut-in well payment shall be a joint loss and there shall be no readjustment of interests in the remaining portion of the Unit Area. If any party secures a new lease covering the terminated interest, such acquisition shall be subject to provisions of Section 23 of this Agreement.

Operator shall promptly notify each other party hereto of the date on which any gas well located on the Unit Area is shut in and the reason therefor.

~~18. PREFERENTIAL RIGHT TO PURCHASE~~

~~Should any party desire to sell all or any part of its interests under this contract, or its rights and interests in the Unit Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all of its assets, or a sale or transfer of its interests to a subsidiary or parent company, or subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~

19. SELECTION OF NEW OPERATOR

Should a sale be made by Operator of its rights and interests, the other parties shall have the right within sixty (60) days after the date of such sale, by majority vote in interest, to select a new Operator. If a new Operator is not so selected, the transferee of the present Operator shall assume the duties of and act as Operator. In either case, the retiring Operator shall continue to serve as Operator, and discharge its duties in that capacity under this agreement, until its successor Operator is selected and begins to function, but the present Operator shall not be obligated to continue the performance of its duties for more than 120 days after the sale of its rights and interests has been completed.

20. MAINTENANCE OF UNIT OWNERSHIP

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this contract, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Unit Area and in wells, equipment and production unless such disposition covers either:

- (1) the entire interest of the party in all leases and equipment and production; or
- (2) an equal undivided interest in all leases and equipment and production in the Unit Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the rights of the other parties.

If at any time the interest of any party is divided among and owned by four or more co-owners, Operator may, at its discretion, require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this contract; however, all such co-owners shall enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Unit Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

21. RESIGNATION OF OPERATOR

Operator may resign from its duties and obligations as Operator at any time upon written notice of not less than ninety (90) days given to all other parties. In this case, all parties to this contract shall select by majority vote in interest, not in numbers, a new Operator who shall assume the responsibilities and duties, and have the rights, prescribed for Operator by this agreement. The retiring Operator shall deliver to its successor all records and information necessary to the discharge by the new Operator of its duties and obligations.

22. LIABILITY OF PARTIES

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Unit Area. Accordingly, the lien granted by each party to Operator in Section 9 is given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render them liable as partners.

23. RENEWAL OR EXTENSION OF LEASES

If any party secures a renewal of any oil and gas lease subject to this contract, each and all of the other parties shall be notified promptly, and shall have the right to participate in the ownership of the renewal lease by paying to the party who acquired it their several proper proportionate shares of the acquisition cost, which shall be in proportion to the interests held at that time by the parties in the Unit Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the unit area to the aggregate of the percentages of participation in the unit area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all the parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this section shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this section.

The provisions in this section shall apply also and in like manner to extensions of oil and gas leases.

24. SURRENDER OF LEASES

The leases covered by this agreement, in so far as they embrace acreage in the Unit Area, shall not be surrendered in whole or in part unless all parties consent.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties not agree or consent, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignors' or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Unit Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

25. ACREAGE OR CASH CONTRIBUTIONS

If any party receives while this agreement is in force a contribution of cash toward the drilling of a well or any other operation on the Unit Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly execute an assignment of the acreage, without warranty of title, to all parties to this agreement in proportion to their interests in the Unit Area at that time, and such acreage shall become a part of the Unit Area and be governed by all the provisions of this contract. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Unit Area.

26. PROVISION CONCERNING TAXATION

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1954, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state or states in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. Each party authorizes and directs the Operator to execute such an election or elections on its behalf and to file the election with the proper governmental office or agency. If requested by the Operator so to do, each party agrees to execute and join in such an election.

Operator shall render for ad valorem taxation all property subject to this agreement which by law should be returned for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Operator shall bill all other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If any tax assessment is considered unreasonable by Operator, it may at its discretion protest such valuation within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. When any such protested valuation shall have been finally determined, Operator shall pay the assessment for the joint account, together with interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

27. INSURANCE

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as may be outlined in Exhibit "D" attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Unit Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for operator's fully owned automotive equipment.

28. CLAIMS AND LAWSUITS

If any party to this contract is sued on an alleged cause of action arising out of operations on the Unit Area, or on an alleged cause of action involving title to any lease or oil and gas interest subjected to this contract, it shall give prompt written notice of the suit to the Operator and all other parties.

The defense of lawsuits shall be under the general direction of a committee of lawyers representing the parties, with Operator's attorney as Chairman. Suits may be settled during litigation only with the joint consent of all parties. No charge shall be made for services performed by the staff attorneys for any of the parties, but otherwise all expenses incurred in the defense of suits, together with the amount paid to discharge any final judgment, shall be considered costs of operation and shall be charged to and paid by all parties in proportion to their then interests in the Unit Area. Attorneys, other than staff attorneys for the parties, shall be employed in lawsuits involving Unit Area operations only with the consent of all parties; if outside counsel is employed, their fees and expenses shall be considered Unit Area expense and shall be paid by Operator and charged to all of the parties in proportion to their then interests in the Unit Area. The provisions of this paragraph shall not be applied in any instance where the loss which may result from the suit is treated as an individual loss rather than a joint loss under prior provisions of this agreement, and all such suits shall be handled by and be the sole responsibility of the party or parties concerned.

Damage claims caused by and arising out of operations on the Unit Area, conducted for the joint account of all parties, shall be handled by Operator and its attorneys, the settlement of claims of this kind shall be within the discretion of Operator so long as the amount paid in settlement of any one claim does not exceed one thousand (\$1000.00) dollars and, if settled, the sums paid in settlement shall be charged as expense to and be paid by all parties in proportion to their then interests in the Unit Area.

29. FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

30. NOTICES

All notices authorized or required between the parties and required by any of the provisions of this agreement, shall, unless otherwise specifically provided, be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at the

addresses listed on Exhibit "A". The originating notice to be given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

31. OTHER CONDITIONS, IF ANY, ARE:

(A) This Agreement shall not be construed to provide that any party is obligated to represent any other party hereto before the Federal Power Commission.

(B) Nondiscrimination. In connection with the performance of work under this Agreement, the Operator agrees to comply with all of the provisions of Section 202(1) to (7), inclusive, of Executive Order 11246, as amended (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.

(C) Notwithstanding any provision to the contrary contained in the foregoing sections hereof, consent to the drilling or deepening of any well in the Unit Area including initial test well, shall not be deemed consent to the running and setting of a production string of casing therein or to completion thereof (including the equipping of such well to produce and necessary tankage). After the drilling or deepening of such a well to the depth or formation previously agreed upon and after appropriate tests have been made, Operator shall give immediate notice by telephone or telegraph, to be confirmed in writing, to all parties participating in the drilling or deepening of such well, setting forth Operator's recommendations with respect to such attempted completion. Each such party shall within 24 hours after receipt of such notice (exclusive of Saturdays, Sundays, and legal holidays) notify Operator as to whether or not such party elects to participate in such completion attempt. Failure to so notify Operator shall be deemed as election not to participate. Should all parties hereto elect to so participate, Operator shall conduct such operations for the joint account of all such parties. Should less than all parties elect to so participate, then such completion operations shall be conducted under the provisions of Section 12 hereof, as an operation by less than all the parties. Should no party elect to attempt such completion or should the completion attempt initially result in a dry hole, Operator shall plug and abandon the well at the joint cost of all parties who participated in the drilling or deepening of the well.

(D) Change of Operator. Any Non-Operator, subject to the consent of a majority in number of all parties, may initiate a proposal for change of operator at any time after this Operating Agreement has been in force for a period of at least one year if such Non-Operator considers the cost of operations by the Operator to be excessive and is willing to take over and operate the properties for a period of 12 calendar months at a cost not to exceed the amount specified in the proposal, which cost shall be at least 15% less than the cost of operation during the preceding 12 months. Such Non-Operator so proposing the change shall deliver to the then Operator a written statement detailing items of expense which in such Non-Operator's judgment contribute to or cause the alleged excessive cost and setting out the amount of economy which such Non-Operator agrees to accomplish on such items. The then Operator shall within 10 days after receipt of such proposal and statement elect in writing directed to such Non-Operator either (a) to allow such proposing Non-Operator to operate the contract area for such 12 months period on the basis set forth in such Non-Operator's written statement, or (b) agree to operate the contract area for such 12 months period on the basis proposed by such Non-Operator. Should the then Operator elect option (a), it shall on the first day of the following month turn over to such proposing Non-Operator the operations of the premises and such proposing Non-Operator shall thereupon become Operator and shall operate the premises for the ensuing 12 calendar months; if at the end of such 12 months such interim Operator is willing to continue as Operator on said basis, it shall so continue until such party is no longer willing to operate on said basis in which event operations shall be returned to the original Operator or until the then Operator shall receive a similar proposal in writing from any then Non-Operator.

(E) Notwithstanding anything herein to the contrary, if any party hereto shall, subsequent to the effective date of this Agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its working interest (hereinafter called "subsequently created interest"), such subsequently created interest shall be specifically made subject to all the terms and provisions of this Agreement. It is understood and agreed that if any party hereto should enter into a subsequently created interest agreement, and if any other party or parties should conduct non-consent operations, including drilling operations, pursuant to any provision belonging to the Non-Consenting Party, the Consenting Party or Parties entitled to receive the working interest production of the Non-Consenting Party shall, until revision occurs, receive such production free and clear of burdens against such production to the extent that such burdens are in excess of the burdens on the respective working interest of the Consenting Party or Parties and Non-Consenting Party creating such burdens shall save the Consenting Party or Parties harmless with respect to the receipt of such working interest production. If the Working Interest owner from which such subsequently created interest is created (a) fails to pay when due its share of costs and expenses chargeable hereunder, and its share of production accruing hereunder is insufficient to cover such costs and expenses, or (b) elects to abandon a well under Section 16 hereof, elects to surrender a lease under Section 24 hereof, or otherwise withdraws from this Agreement, the subsequently created interest shall be chargeable with a pro-rata portion of all costs and expenses hereunder in the same manner as if such subsequently created interest were a working interest, and Operator shall have the right to enforce against such subsequently created interest the then and all other rights granted in Section 9 hereof for the purpose of collecting costs and expenses chargeable to the subsequently created interest.

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

OPERATOR

WESTRANS PETROLEUM, INC.

ATTEST:

[Signature]

By: [Signature]

WORKING INTEREST OWNERS

DALCO OIL COMPANY

ATTEST:

By: _____

ATTEST:

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable
Deceased

ATTEST:

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

J. Lee Youngblood

Zach K. Brinkerhoff, Jr., Individually

R. J. Ackerman

W. A. Sears, Jr.

J. J. Sullivan

John P. Albanese

STATE OF New York)
COUNTY OF New York)

On this 21st day of June, 1972, before me personally appeared Thomas F. Lugaric, to me personally known, who, being by me duly sworn did say that he is the Executive Vice President of WESTRANS PETROLEUM, INC. 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 Thomas F. Lugaric acknowledged said instrument to be the free act and deed of said corporation

Witness my hand and seal this 21st day of June, 1972.

My Commission expires:
March 30, 1973

Janet C. Wernick
Notary Public
JANET C. WERNICK
NOTARY PUBLIC, State of New York
No. 31-4226525
Qualified in New York County
Commission Expires March 30, 1973

STATE OF Texas)
COUNTY OF _____)

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of DALCO OIL COMPANY and that the seal affixed to said instrument is the corporation 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.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires:

Notary Public

STATE OF Texas)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by Robert Allen Venable, Independent Executor and Trustee under the Will of R.H. Venable, Deceased.

Witness my hand and official.

My Commission expires:

Notary Public

STATE OF Texas)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by Republic National Bank of Dallas, Independent Executor of the W. E. Walker, Estate #6392.

Witness my hand and official seal.

My Commission expires:

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

ATTEST:

A. L. Harkins, Jr.
A. L. Harkins, Jr., Secretary

ATTEST:

ATTEST:

ATTEST:

J. Lee Youngblood

DALCO OIL COMPANY

By: _____

H. W. Howell, Jr., Vice President

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable
Deceased

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

BRINKERHOFF DRILLING COMPANY

By: _____

Zach K. Brinkerhoff, Jr., IndividuallyR. J. AckermanW. A. Sears, Jr.J. J. SullivanJohn P. Albanese

STATE OF New York
COUNTY OF _____

On this _____ day of _____, 1972, before me personally appeared _____
_____ to me personally known, who, being by me duly sworn,
did say that he is the _____ of WESTRANS PETROLEUM, INC.
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 _____ acknowledged said instrument
to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires: _____

Notary Public

STATE OF Texas
COUNTY OF DALLAS

On this 7th day of July, 1972, before me personally appeared _____
R. W. HOWELL, JR. to me personally known, who, being by me duly sworn,
did say that he is the Vice President of DALCO OIL COMPANY
and that the seal affixed to said instrument is the corporation 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 R. W. HOWELL, JR. acknowledged said instru-
ment to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of July, 1972.

My Commission expires: _____

Dorothy E. Jones
Notary Public DOROTHY E. JONES

STATE OF Texas
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
1972, by Robert Allen Venable, Independent Executor and Trustee under the Will of
R.H. Venable, Deceased.

Witness my hand and official.

My Commission expires: _____

Notary Public

STATE OF Texas
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
1972 by Republic National Bank of Dallas, Independent Executor of the W. E. Walker,
Estate #6392.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

OPERATOR

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

DALCO OIL COMPANY

ATTEST:

By: _____

ATTEST:

Robert A. Venable
Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable
Deceased

ATTEST:

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

J. Lee Youngblood

Zach K. Brinkerhoff, Jr., Individually

R. J. Ackerman

W. A. Sears, Jr.

J. J. Sullivan

John P. Albanese

STATE OF New York)
COUNTY OF _____)

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of WISTRANS PETROLEUM, INC. 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires: _____

Notary Public

STATE OF Texas)
COUNTY OF _____)

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of DALCO OIL COMPANY and that the seal affixed to said instrument is the corporation 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.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires: _____

Notary Public

STATE OF Texas)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 19th day of July, 1972, by Robert Allen Venable, Independent Executor and Trustee under the Will of R.H. Venable, Deceased.

Witness my hand and official.

My Commission expires: _____

Ernest B. Davis
Notary Public

STATE OF Texas)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by Republic National Bank of Dallas, Independent Executor of the W. E. Walker, Estate #6392.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

DALCO OIL COMPANY

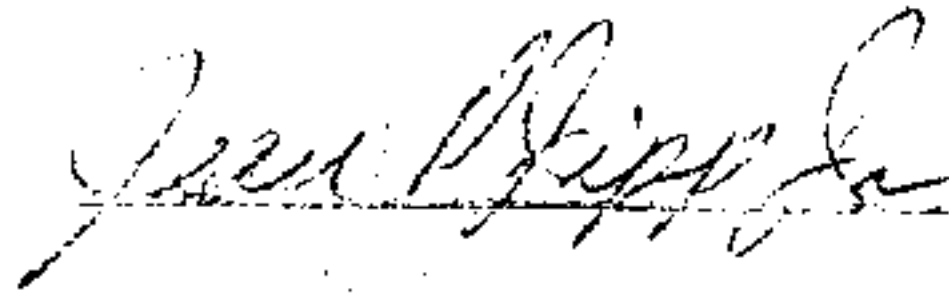
ATTEST:

By: _____

ATTEST:

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable
Deceased

ATTEST:


Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

J. Lee Youngblood

Zach K. Brinkerhoff, Jr., Individually

R. J. Ackerman

W. A. Sears, Jr.

J. J. Sullivan

John P. Albanese

STATE OF New York
COUNTY OF _____

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of WESTRANS PETROLEUM, INC. 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1972.
My Commission expires: _____

Notary Public

STATE OF Texas
COUNTY OF _____

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of DALCO OIL COMPANY and that the seal affixed to said instrument is the corporation 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.

Witness my hand and seal this _____ day of _____, 1972.
My Commission expires: _____

Notary Public

STATE OF Texas
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by Robert Allen Venable, Independent Executor and Trustee under the Will of R.H. Venable, Deceased.

Witness my hand and official.

CORPORATION ACKNOWLEDGMENT
72-024

THE STATE OF TEXAS
County of Dallas } BEFORE ME, the undersigned, a Notary Public,
Robert A. Brown, in and for said County, Texas, on this day personally appeared
[Signature] known to me to be the person and officer whose name
is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
REPUBLIC NATIONAL BANK of DALLAS
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE. This 3 Day of Aug, A.D. 1972
123 [Signature]
(L.S.) _____
Robert A. Brown, Notary Public,

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

DALCO OIL COMPANY

ATTEST:

By: _____

ATTEST:

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable
Deceased

ATTEST:

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

BRINKERHOFF DRILLING COMPANY

By: W. M. Brinkerhoff, Jr.

ATTEST:

W. C. Burns
J. Lee Youngblood

Zach K. Brinkerhoff, Jr., Individually

R. J. Ackerman

W. A. Sears, Jr.

J. J. Sullivan

John P. Albanese

STATE OF Texas
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by J. Lee Youngblood.

Witness my hand and official seal.

My Commission expires: _____
Notary Public

STATE OF Colorado
COUNTY OF Denver

On this 26th day of June, 1972, before me personally appeared M. H. Brinkerhoff, to me personally known, who being by me duly sworn did say that he is the Vice President of BRINKERHOFF DRILLING COMPANY 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. H. Brinkerhoff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 26th day of June, 1972.

My Commission expires: April 29, 1975
Judith A. Keenan
Notary Public

STATE OF Colorado
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by Zach K. Brinkerhoff, Jr.

Witness my hand and official seal.

My Commission expires: _____
Notary Public

STATE OF Wyoming
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese.

Witness my hand and official seal.

My Commission expires: _____
Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

OPERATOR

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

DALCO OIL COMPANY

ATTEST:

By: _____

ATTEST:

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable,
Deceased

ATTEST:

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

J. Lee Youngblood



Zach K. Brinkerhoff, Jr., Individually

R. J. Ackerman

W. A. Sears, Jr.

J. J. Sullivan

John P. Albanese

STATE OF Texas)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by J. Lee Youngblood.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF Colorado)
COUNTY OF _____)

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of BRINKERHOFF DRILLING COMPANY 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires: _____

Notary Public

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 27 day of June, 1972 by Zach K. Brinkerhoff, Jr.

Witness my hand and official seal.

My Commission expires: _____

John A. Cagle
Notary Public

STATE OF Wyoming)
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

DALCO OIL COMPANY

ATTEST:

By: _____

ATTEST:

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable
Deceased

ATTEST:

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

J. Lee Youngblood

Zach K. Brinkerhoff, Jr., Individually

R. J. Ackerman

W. A. Sears, Jr.

J. J. Sullivan

John P. Albanese

STATE OF Texas)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 12th day of June, 1972 by L. Lee Youngblood.

Witness my hand and official seal.

My Commission expires:
June 1, 1973

Loyd Terry
Notary Public

STATE OF Colorado)
COUNTY OF _____)

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of BRINKERHOFF DRILLING COMPANY 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires:

Notary Public

STATE OF Colorado)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by Zach K. Brinkerhoff, Jr.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF Wyoming)
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese.

Witness my hand and official seal.

My Commission expires:

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

DALCO OIL COMPANY

ATTEST:

By: _____

ATTEST:

Robert A. Venable, Independent Executor
and Trustee under the Will of R. H. Venable,
Deceased

ATTEST:

Republic National Bank of Texas, Independent
Executor of the W. E. Walker, Sr. Estate
#6392

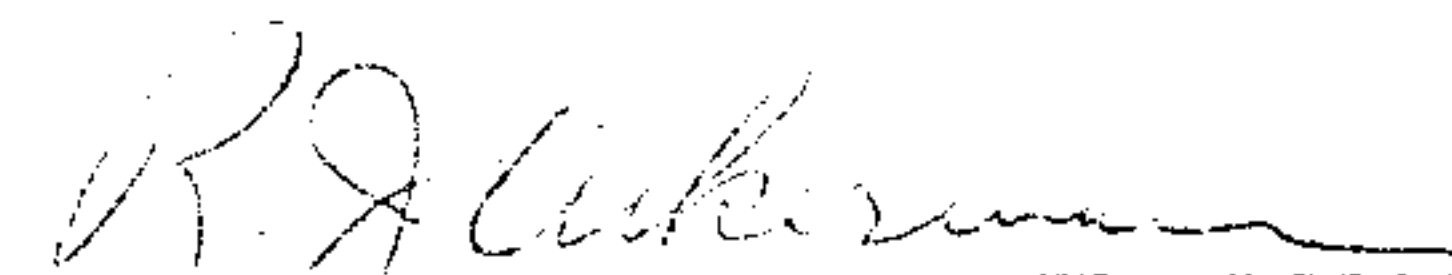
ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

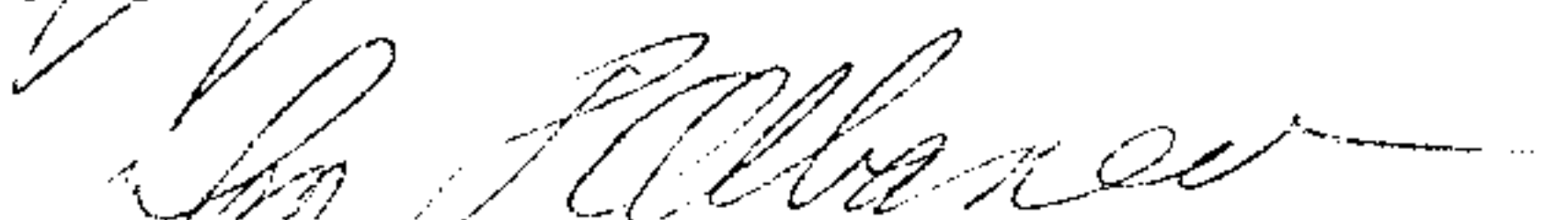
J. Lee Youngblood

Zach K. Brinkerhoff, Jr., Individually


R. T. Ackerman


W. A. Sears, Jr.


J. J. Sullivan


John P. Albanese

STATE OF Texas
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by J. Lee Youngblood.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF Colorado
COUNTY OF _____

On this _____ day of _____, 1972, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of BRINKERHOFF DRILLING COMPANY 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1972.

My Commission expires: _____

Notary Public

STATE OF Colorado
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1972 by Zach K. Brinkerhoff, Jr.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF Wyoming
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 12th day of June, 1972 by R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese.

Witness my hand and official seal.

My Commission expires: _____

March 25, 1975

Ann Asch
Notary Public

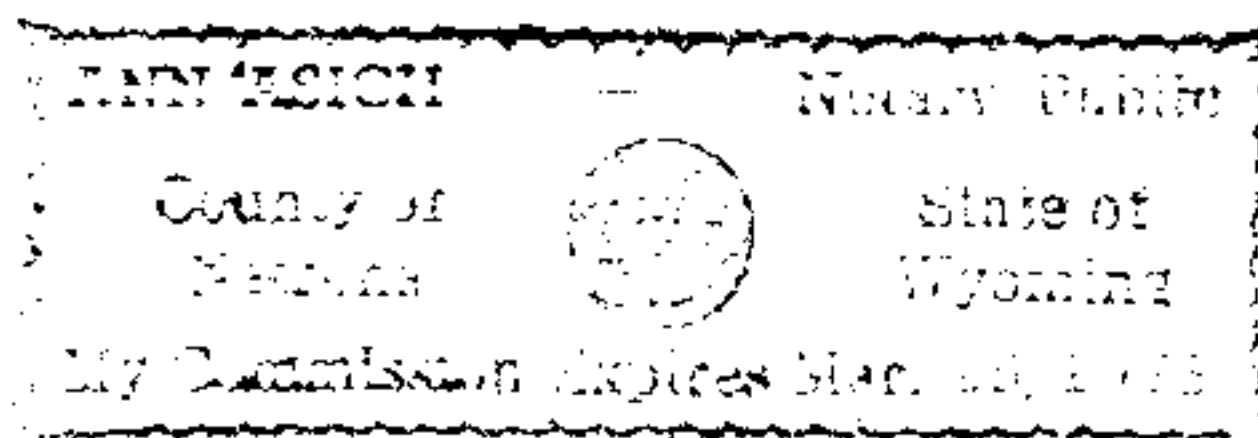


EXHIBIT "A"

To Operating Agreement Dated January 4, 1972
Between WESTRANS PETROLEUM, INC., as Operator, and Others
Sublette County, Wyoming
BIRD CANYON FIELD

I. (A) LAND SUBJECT TO OPERATING AGREEMENT - LEASED LANDS

T. 27 N., R. 111 W.

Section 18: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$

Section 19: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$

Section 29: $W\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 30: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$ (all)

Section 31: Lots, 1, 2, 3, 4, 5, 6, 7, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ (all)

Section 32: Lots, 1, 2, 3, 4, $N\frac{1}{2}S\frac{1}{2}$, $N\frac{1}{2}$ (all)

T. 27 N., R. 112 W.

Section 13: $W\frac{1}{2}$

Section 24: All

Section 25: All

4844.08 gross acres

- (B) Leaseholds subject to this Agreement as to depths below the stratigraphic equivalent of 4900 feet as identified in the MMC No. 1 Government-Mobil test located in the $SW\frac{1}{4}SE\frac{1}{4}$ of Section 19, T. 27 N., R. 111 W., Sublette County, Wyoming covering the lands set forth on the attached Exhibit "B". All leases are subject to a basic royalty of 12-1/2% and a permanent overriding royalty of 5% of 8/8ths.

Tract 1:	PDS Lease No. 50-18-5-7 USA Wyoming 2108 Dated: Gross and Net: Recorded:	<u>Initial drill site tract</u> November 1, 1966, 10 years 160.00 acres Book 47 O&G, Page 373
Tract 2:	PDS Lease No. 50-18-5-2 USA Wyoming 10608 Dated: Gross and Net: Recorded:	February 1, 1968, 10 years 299.86 acres Book 47 O&G, Page 526
Tract 3:	PDS Lease No. 50-18-5-1 USA Wyoming 8717 Dated: Gross and Net: Recorded:	October 1, 1967, 10 years 600.00 acres Book 47 O&G, Page 510
Tract 4:	PDS Lease No. 50-18-5-4 USA Wyoming 3776 Dated: Gross and Net: Recorded:	February 1, 1967, 10 years 480.00 acres Book 41 O&G, Page 445
Tract 5:	PDS Lease No. 50-18-5-5 USA Wyoming 3775 Dated: Gross and Net: Recorded:	February 1, 1967, 10 years 320.00 acres Book 47 O&G, Page 466

Tract 6: PDS Lease No. 50-18-5-6
USA Wyoming 2688-A
Dated: December 1, 1966, 10 years
Gross and Net: 603.92 acres
Recorded: Book 41 O&G, Page 437

Tract 7: PDS Lease No. 50-18-5-7
USA Wyoming 2108
Dated: November 1, 1966, 10 years
Gross and Net: 320.00 acres
Recorded: Book 47 O&G, Page 373

Tract 8: PDS Lease No. 50-18-5-8
USA Wyoming 0279898-A
Dated: December 1, 1963, 10 years
Gross and Net: 476.92 acres
Recorded: Book 39 O&G, Page 277

Tract 9: PDS Lease No. 50-18-5-9
USA Wyoming 2689
Dated: December 1, 1966, 10 years
Gross and Net: 401.04 acres
Recorded: Book 41 O&G, Page 428

Tract 10: PDS Lease No. 50-18-5-10
USA Wyoming 15340
Dated: October 1, 1968, 10 years
Gross and Net: 320.00 acres
Recorded: Book 47 O&G, Page 505

Tract 11: PDS Lease No. 50-18-5-11
USA Wyoming 2690
Dated: December 1, 1966, 10 years
Gross and Net: 592.69 acres
Recorded: Book 47 O&G, Page 447

Tract 12: PDS Lease No. 50-18-5-12
USA Wyoming 10131
Dated: January 1, 1968, 10 years
Gross and Net: 269.65 acres
Recorded: Book 47 O&G, Page 490

EXHIBIT "A"

II. PERCENTAGES OF INTEREST

A. Royalty Interests - during payout period - Tract One, Initial Drill Site Tract
NW/4 Section 25, Township 27 North, Range 112 West - #21-25 Well

	<u>Basic Royalty</u>		<u>Permanent ORR Interest</u>		<u>1/16th Gross ORR</u>		<u>Total Basic Royalty and ORR Burdens</u>	
	<u>Recipient</u> (1)	<u>Paid By</u> (2)	<u>Recipient</u> (3)	<u>Paid By</u> (4)	<u>Recipient</u> (5)	<u>Paid By</u> (6)	<u>Recipient</u> (7)	<u>To be paid by</u> (8)
United States of America	12.50	-0-	-0-	-0-	-0-	-0-	12.500000 (1)	-0-
as O. Breen	-0-	-0-	2.00	-0-	-0-	-0-	2.000000 (3)	-0-
Ralph M. Frye	-0-	-0-	.75	-0-	-0-	-0-	.750000 (3)	-0-
<u>Payout Interests:</u>								
J. Lee Youngblood	-0-	-0-	-0-	-0-	.390626	-0-	.390626 (5)	-0-
W. J. Ackerman	-0-	-0-	.75	-0-	.351562	-0-	1.101562 (3) (5)	-0-
W. A. Sears, Jr.	-0-	-0-	.75	-0-	.351562	-0-	1.101562 (3) (5)	-0-
L. J. Sullivan	-0-	-0-	.75	-0-	.351562	-0-	1.101562 (3) (5)	-0-
John P. Albanese	-0-	-0-	-0-	-0-	.117188	-0-	.117188 (5)	-0-
<u>100% Payout - 50% Retained</u>								
Indeco Oil Company	-0-	3.125000	-0-	1.250000	1.562500	-0-	1.562500 (5)	4.375000 (2) (4)
W. H. Walker Estate	-0-	.781250	-0-	.312500	.390625	-0-	.390625 (5)	1.093750 (2) (4)
K. A. Venable, Ind. Exec.	-0-	.781250	-0-	.312500	.390625	-0-	.390625 (5)	1.093750 (2) (4)
<u>Leased Interests:</u>								
Westmans Petroleum, Inc.	-0-	6.250000	-0-	2.500000	-0-	3.125000	-0-	11.875000 (2) (4) (6)
Brinkerhoff Drilling Company	-0-	.781250	-0-	.312500	-0-	.390625	-0-	1.484375 (2) (4) (6)
Jack K. Brinkerhoff, Jr.	-0-	.781250	-0-	.312500	-0-	.390625	-0-	1.484375 (2) (4) (6)
TOTALS	12.50	12.500000	5.00	5.000000	3.906250	3.906250	21.406250	21.406250

NOTE: These columns continue to Page 3(b), II-B,
Working Interests Information, Tract One

II. PERCENTAGES OF INTEREST

3. Working interests - during payout period - Tract One, Initial Drill Site Tract

NW/4 Section 25, Township 27 North, Range 112 West - #21-25 Well

(CARRIED FORWARD FROM II-A, PAGE 3(a))

	<u>Total Basic Royalty and ORR Burdens</u>		<u>Beneficial Interest</u>		<u>W.L. - Cost Basis</u>		<u>Total Percent Production</u>	
	Recipient	To be paid by	Recipient		To be paid by		Recipient	
	(7)	(8)	(9)		(10)		(11)	
United States of America	12.500000 (1)	-0-	-0-		-0-		12.500000 (7)	
James O. Bruen	2.000000 (3)	-0-	-0-		-0-		2.000000 (7)	
Ralph M. Freese	.750000 (3)	-0-	-0-		-0-		.750000 (7)	
<u>Farmout Interests:</u>								
Lee Youngblood	.390626 (5)	-0-	-0-		-0-		.390626 (7)	
W. J. Jackson	1.101562 (3) (5)	-0-	-0-		-0-		1.101562 (7)	
W. A. Seaton, Jr.	1.101562 (3) (5)	-0-	-0-		-0-		1.101562 (7)	
J. J. Sullivan	1.101562 (3) (5)	-0-	-0-		-0-		1.101562 (7)	
John P. Albanese	.117188 (5)	-0-	-0-		-0-		.117188 (7)	
<u>50% Farmout - 50% Retained</u>								
Dalco Oil Company	1.562500 (5)	4.375000 (2) (4)	20.625000		20.000000		22.187500 (7) (9)	
W. E. Walker Estate	.390625 (5)	1.093750 (2) (4)	5.156250		6.250000		5.546875 (7) (9)	
R. A. Venerie Ind. Exec.	.390625 (5)	1.093750 (2) (4)	5.156250		6.250000		5.546875 (7) (9)	
<u>Earned Interests:</u>								
Westrans Petroleum, Inc.	-0-	11.875000 (2) (4) (6)	38.125000		50.000000		38.125000 (9)	
Brinkerhoff Drilling Company	-0-	1.484375 (2) (4) (6)	4.765625		6.250000		4.765625 (9)	
Zach K. Brinkerhoff, Jr.	-0-	1.484375 (2) (4) (6)	4.765625		6.250000		4.765625 (9)	
TOTALS	21.406250	21.406250	78.593750		100.000000		100.000000	

III. Names and addresses of parties hereto and their designated representatives:

OPERATOR:

Westtrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017
Telephone: 212-697-6500

Representatives

Thomas F. Logaric OR
Thomas H. Richards
250 Park Avenue
New York, New York 10017
Telephone: 212-697-6500

OWNERS:

Dalco Oil Company
1210 Mercantile Bank Building
Dallas, Texas 75201
Telephone: 214-741-1501

H. D. Carter
1210 Mercantile Bank Building
Dallas, Texas 75201
Telephone: 214-741-1501

Robert A. Venable, Exec.
2711 Mercantile Bank Building
Dallas, Texas 75201
Telephone: 214-747-8074

Same

Republic National Bank of Dallas
Independent Executor of the
W. E. Walker, Estate #6392
P. O. Box 241
Dallas, Texas 75221
Telephone: 214-749-5421

Frank B. Haughton
P. O. Box 241
Dallas, Texas 75221
Telephone: 214-749-5421

Brinkerhoff Drilling Company
600 Denver Club Building
Denver, Colorado 80202
Telephone: 303-222-9733

Leo Jackson
600 Denver Club Building
Denver, Colorado 80202
Telephone: 303-22-9733
Home phone: 303-424-6046

Zach K. Brinkerhoff, Jr.
600 Denver Club Building
Denver, Colorado 80202
Telephone: 303-222-9733

(Same as above)

R. J. Ackerman
P. O. Box 2775
Casper, Wyoming 82601
Telephone: 307-235-6677

Same

W. A. Sears, Jr.
P. O. Box 1369
Casper, Wyoming 82601
Telephone: 307-235-6677

Same

J. J. Sullivan
P. O. Box 1398
Casper, Wyoming 82601
Telephone: 307-235-6677

Same

John P. Albanese
P. O. Box 1397
Casper, Wyoming
Telephone: 307-235-6677

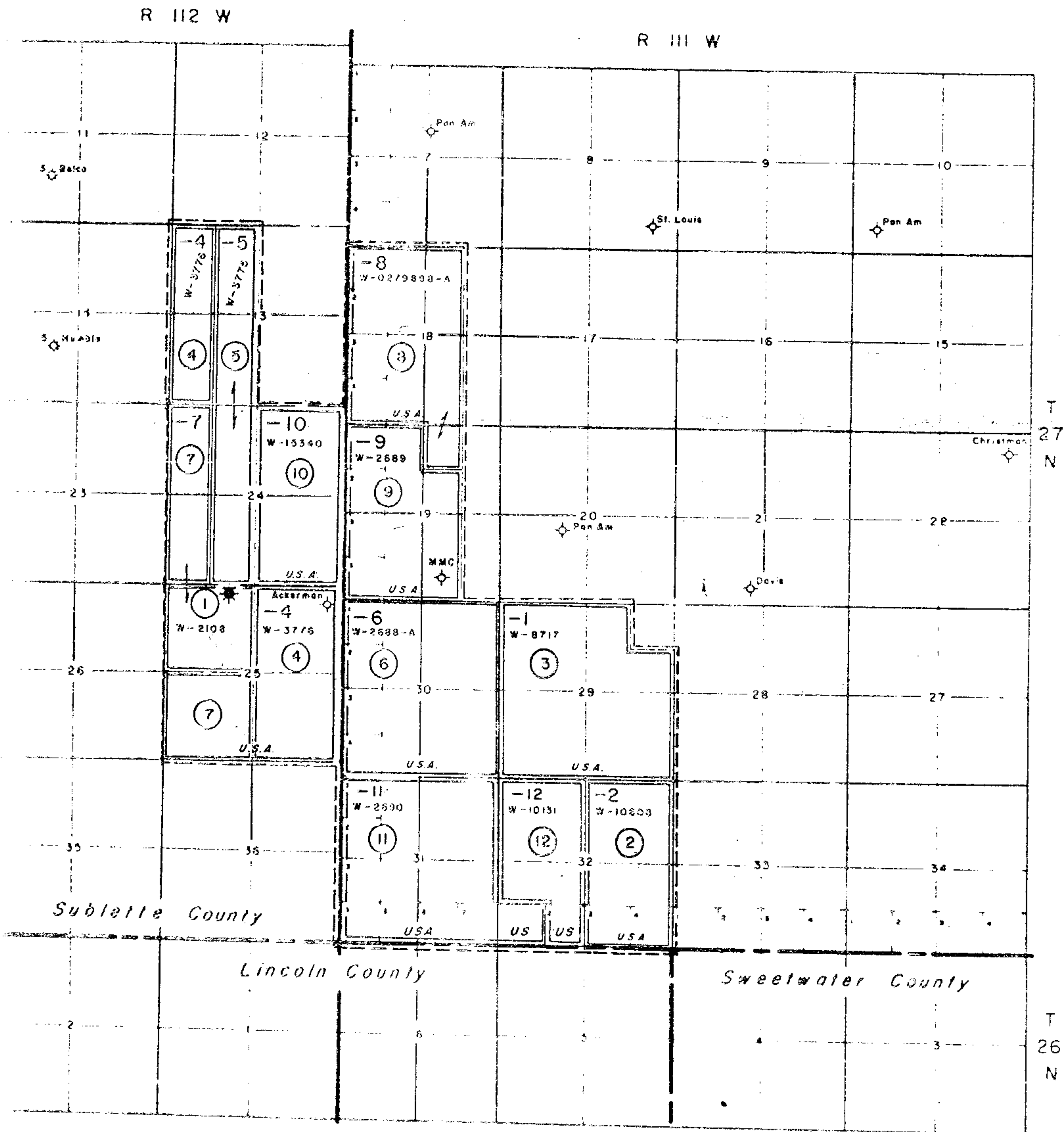
Same

J. Lee Youngblood
P. O. Box 1865
Dallas, Texas 75201

Same

EXHIBIT "B"

Attached to and Made a Part of Operating Agreement Dated January 4, 1972
Between WESTRANS PETROLEUM, INC. and Others



① TRACT NUMBER

★ WESTRANS, ET AL, No. 21-25 Well

WESTRANS PETROLEUM, INC., ET AL



WESTRANS PETROLEUM INC, ET AL

BIRD CANYON FIELD

SUBLETTE COUNTY WYOMING

DATE: 1/4/1972 No. 50-19-5

EXHIBIT "C"

Attached to and made a part of Agreement dated January 4, 1972
by and between WESTTRANS PETROLEUM, INC. as Operator
and others signatory thereto

ACCOUNTING PROCEDURE (JOINT OPERATIONS)

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this "Accounting Procedure" is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the nonoperating parties, whether one or more.

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Conflict with Agreement

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the agreement to which this Accounting Procedure is attached, the provisions of the agreement shall control.

3. Collective Action by Non-Operators

Where an agreement or other action of Non-Operators is expressly required under this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the agreement or action of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

4. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses, for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under Subparagraph C below:

A. Statement in detail of all charges and credits to the Joint Account.

B. Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. Statement of all charges and credits to the Joint Account summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

5. Payment and Advances by Non-Operators

Each Non-Operator shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of ~~six per cent (6%)~~ per annum until paid. eight per cent (8%)

6. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operators to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

7. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Paragraph 6 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator.

II. DIRECT CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Delay or other rentals and royalties when such rentals and royalties are paid by Operator for the Joint Account of the Parties.

2. Labor

A. Salaries and wages of Operator's employees directly engaged on the Joint Property in the conduct of the Joint Operations, and salaries or wages of technical employees who are temporarily assigned to and directly employed on the Joint Property.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1 of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

3. Operator [REDACTED] Owned Warehouse Operating and [REDACTED] Finance Expense
(Describe fully the services to be provided by the Operator.)

4. Combined Fixed Rates

Operator shall charge the Joint Account for the services covered by Paragraph 1, 2 and 3 of this Section III, the following fixed per well rates:

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth)	PRODUCING WELL RATE (Use Current Producing Depth)	
	Each Well	First Five	ANY WELL EXCEEDING
0-8000'	\$ 900.00	\$125.00 all wells	
8000' and below	\$1200.00	\$150.00 all wells	

Said fixed rate ~~(shall)~~ (shall not) include salaries and expenses of production foremen.

5. Application of Administrative Overhead or Combined Fixed Rates

The following limitations, instructions and charges shall apply in the application of the per well rates as provided under either Paragraph 2 or Paragraph 4 of this Section III:

A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

B. The status of wells shall be as follows:

(1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.

(2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. When such a well is plugged a charge shall be made at the producing well rates.

(3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling or workover rig shall be considered the same as drilling wells.

(4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.

(5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.

(6) Wells completed in multiple horizons, in which the production is not commingled down hole, shall be considered as a producing well for each separately producing horizon.

C. The well rates shall apply to the total number of wells being drilled or operated under the agreement to which this Accounting Procedure is attached, irrespective of individual leases.

D. The well rates shall be adjusted on the first day of April of each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

6. For the construction of compressor plants, water stations, secondary recovery systems, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling and producing operations, Operator in addition to the Administrative Overhead or Combined Fixed Rates provided for in Paragraph 2 and 4 of this Section III, shall charge the Joint Account with an additional overhead charge as follows:

A. Total cost less than \$25,000, no charge.

B. Total cost more than \$25,000 but less than \$100,000, % of total cost. * - to be negotiated

C. Total cost of \$100,000 or more, % of the first \$100,000 plus % of all over \$100,000 of total cost.

Total cost shall mean the total gross cost of any one project. For the purpose of this Paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.

7. The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operator may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

A. New Material (Condition "A")

(1) Tubular goods, two inch (2") and over, shall be priced on Eastern Mill base (i. e. Youngstown, Ohio; Lorain, Ohio; and Indiana Harbor, Indiana) on a minimum carload basis effective at date of movement and f. o. b. railway receiving point nearest the Joint Property regardless of quantity. In equalized hauling charges, Operator is permitted to include ten cents (10c) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

(2) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f. o. b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is available.

(3) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

(1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.

(2) Material which cannot be classified as Condition "B" but which,

(a) After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or

(b) Is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at fifty per cent (50%) of current new price.

(3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for

some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

(4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. **Premium Prices**

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. **Warranty of Material Furnished by Operator**

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. **Equipment and Facilities Furnished by Operator**

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation and interest on investment not to exceed six per cent (6%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. Rates for automotive equipment shall generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against Joint Property operations. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be subject to agreement between Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk scrap Material either by transfer or sale from the Joint Property.

Material Purchased by the Operator or Non-Operators

Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

Division in Kind

Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator in the monthly statement of operations.

6. **Sales to Outsiders**

Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless otherwise agreed to between Operator and Non-Operators shall be priced on the following basis:

1. **New Price Defined**

New price as used in this Section VI shall be the price specified for New Material in Section IV.

2. **New Material**

New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. **Good Used Material**

Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five percent (75%) of new price.

4. **Other Used Material**

Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

B. Is serviceable for original function but not suitable for reconditioning.

5. **Bad-Order Material**

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. **Junk Material**

Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. **Temporarily Used Material**

When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3 B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

Operator shall maintain detailed records of Material generally considered controllable by the Industry.

1. **Periodic Inventories, Notice and Representation**

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Material, which shall include all such Material as is ordinarily considered controllable. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator, who shall in that event furnish Non-Operators with a copy thereof.

2. **Reconciliation and Adjustment of Inventories**

Reconciliation of inventory with charges to the Joint Account shall be made, and a list of overages and shortages shall be jointly determined by Operator and Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operator only for shortages due to lack of reasonable diligence.

3. **Special Inventories**

Special inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

EXHIBIT "D"

Attached to and Made a Part of Operating Agreement Dated January 4, 1972
Between WESTTRANS PETROLEUM, INC. and others

I N S U R A N C E

Operator, at all times while conducting operations under this Agreement, shall comply with the Workmen's Compensation Laws of the State where the operations are being conducted, shall provide Employer's Liability Insurance coverage of not less than \$100,000, and shall carry the following insurance:

1. Workmen's compensation and occupational disease insurance as required by the laws of the state or states in which operations will be conducted and employer's liability insurance with a limit of not less than \$100,000.
2. Comprehensive general public liability insurance with limits of not less than: \$100,000 applicable to bodily injury, sickness or death of any one person and \$300,000 for more than one person in any one accident, and \$100,000 for loss of or damage to property in any one accident.
3. Automobile public liability insurance covering all automotive equipment used in performance of work under this Agreement with limits of not less than: \$100,000 applicable to bodily injury, sickness or death of any one person and \$300,000 for more than one person in any one accident, and \$100,000 for loss of or damage to property in any one accident.

Operator shall charge the premiums for all such insurance to the joint account.

114
A.A.P.L. FORM 610

MODEL FORM OPERATING AGREEMENT—1956
Non-Federal Lands

OPERATING AGREEMENT

DATED

July 1, 1972,

FOR UNIT AREA IN TOWNSHIP 27 NORTH, RANGE 112 WEST, 6th P.M.,

SUBLETTE COUNTY, STATE OF WYOMING

BIRD CANYON FIELD

COVERING LEASEHOLD SUBJECT TO THIS AGREEMENT ONLY AS TO A TOTAL DEPTH FROM THE SURFACE OF THE GROUND TO A DEPTH OF 9663 FEET AS IDENTIFIED IN THE WESTRANS ET AL 41-36 STATE WELL LOCATED IN THE NE/4 NE/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING.

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO. 610

165214

RECORDED	<u>March 5</u>	<u>1973</u>	<u>9:00 A</u>	M
IN BOOK	<u>49</u>	<u>Page 144</u>		
FEES	<u>\$ 53.25</u>	<u>Gunn R. Clark</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

Rep. Louis J. Zake Deputy

TABLE OF CONTENTS

Paragraph Number	Title	Page
1.	Definitions	1
2.	Title Examination Loss of Leases and Oil and Gas Interests	1 as amended
3.	Unleased Oil and Gas Interests	2 as amended
4.	Interests of Parties	2
5.	Operator of Unit	3
6.	Employees	3
7.	Test Well	3 as amended
8.	Costs and Expenses	3 as amended
9.	Operator's Lien	4
10.	Term of Agreement	4
11.	Limitation on Expenditures	4
12.	Operations by Less Than All Parties	5 as amended
13.	Right to Take Production in Kind	6 as amended
14.	Access to Unit Area	7
15.	Drilling Contracts	7
16.	Abandonment of Wells	7
17.	Delay Rentals and Shut-in Well Payments	8 as amended
18.	Preferential Right to Purchase	8 deleted
19.	Selection of New Operator	8
20.	Maintenance of Unit Ownership	9
21.	Resignation of Operator	9
22.	Liability of Parties	9
23.	Renewal or Extension of Leases	9
24.	Surrender of Leases	10
25.	Acreage or Cash Contributions	10
26.	Provision Concerning Taxation	10
27.	Insurance	11
28.	Claims and Lawsuits	11
29.	Force Majeure	11
30.	Notices	11
31.	Other Conditions	12 as provided herein

OPERATING AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 19 72, between WESTRANS PETROLEUM, INC., 250 Park Avenue, New York, New York 10017, hereafter designated as "Operator", and the signatory parties other than Operator.

WITNESSETH, THAT:

WHEREAS, the parties to this agreement are owners of oil and gas leases covering and, if so indicated, unleased mineral interests in the tracts of land described in Exhibit "A", and all parties have reached an agreement to explore and develop these leases and interests for oil and gas to the extent and as hereinafter provided;

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them.

- (1) The words "party" and "parties" shall always mean a party, or parties, to this agreement.
- (2) The parties to this agreement shall always be referred to as "it" or "they", whether the parties be corporate bodies, partnerships, associations, or persons real.
- (3) The term "oil and gas" shall include oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons, unless an intent to limit the inclusiveness of this term is specifically stated.
- (4) The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Unit Area which are owned by parties to this agreement.
- (5) The term "Unit Area" shall refer to and include all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".
- (6) The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Unit Area or as fixed by express agreement of the parties.
- (7) All exhibits attached to this agreement are made a part of the contract as fully as though copied in full in the contract.
- (8) The words "equipment" and "materials" as used here are synonymous and shall mean and include all oil field supplies and personal property acquired for use in the Unit Area.

2. TITLE EXAMINATION, LOSS OF LEASES AND OIL AND GAS INTERESTS

The parties have heretofore conducted such title examination as was necessary in connection with the drilling of the initial test well. Title examination for subsequent wells is to be conducted by the Operator, who will furnish Non-Operators with copies of material for their concurrence in approval of titles.

~~obligations and of excess royalty, oil payments, and other special burdens. A copy of each title opinion, and of each supplemental opinion, and of all final opinions, shall be sent promptly to each party. The opinion of the examining attorney concerning the validity of the title to each oil and gas interest and each lease, and the amount of interest covered thereby shall be binding and conclusive on the parties, but the acceptability of leases as to primary term, royalty provisions, drilling obligations, and special burdens, shall be a matter for approval and acceptance by an authorized representative of each party.~~

~~All title examinations shall be made, and title reports submitted, within a period of _____ days after the submission of abstracts and title papers. Each party shall in good faith, try to satisfy the requirements of the examining attorneys concerning its leases and interests, and each shall have a period of _____ days from receipt of title report for this purpose. If the title to any lease, or oil and gas interest, is finally rejected by the examining attorney, all parties shall then be asked to state in writing whether they will waive the title defects and accept the leases or interests, or whether they will stand on the attorney's opinion. If one or more parties refuse to waive title defects, this agreement shall, in that case, be terminated and abandoned, and all abstracts and title papers shall be returned to their senders. If all titles are approved by the examining attorneys, or are accepted by all parties, and if all leases are accepted as to primary terms, royalty provisions, drilling obligations and special burdens, all subsequent provisions of this agreement shall become operative immediately, and the parties shall proceed to their performance as they are hereinafter stated.~~

B. Failure of Title:

After all titles are approved or accepted, any defects of title that may develop shall be the joint responsibility of all parties and, if a title loss occurs, it shall be the loss of all parties, with each bearing its proportionate part of the loss and of any liabilities incurred in the loss. If such a loss occurs, there shall be no change in, or adjustment of, the interests of the parties in the remaining portion of the Unit Area.

C. Loss of Leases For Other Than Title Failure:

If any lease or interest subject to this agreement be lost through failure to develop or because express or implied covenants have not been performed, or if any lease be permitted to expire at the end of its primary term and not be renewed or extended, the loss shall not be considered a failure of title and all such losses shall be joint losses and shall be borne by all parties in proportion to their interests and there shall be no readjustment of interests in the remaining portion of the Unit Area.

3. UNLEASED OIL AND GAS INTERESTS

There are no unleased interests.

4. INTERESTS OF PARTIES

Exhibit "A" lists all of the parties, and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this contract shall be borne and paid, and all equipment and material acquired in operations on the Unit Area shall be owned, by the parties as their interests are given in Exhibit "A". All production of oil and gas from the Unit Area, subject to the payment of lessor's royalties, shall also be owned by the parties in the same manner.

If any oil and gas lease covered by this agreement is subject to an overriding royalty, production payment, or other charge over and above the usual one-eighth ($\frac{1}{8}$) royalty, the party contributing that lease shall assume and alone bear all such excess obligations and shall account for them to the owners thereof out of its share of the working interest production of the Unit Area.

5. OPERATOR OF UNIT

WESTRANS PETROLEUM, INC. shall be the Operator of the Unit Area, and shall conduct and direct and have full control of all operations on the Unit Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained, or liabilities incurred, except such as may result from gross negligence or from breach of the provisions of this agreement.

6. EMPLOYEES

The number of employees and their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator. All employees shall be the employees of Operator.

7. TEST WELL

The provisions and conditions concerning the drilling and completing of the initial test well are set forth in the Farmout Agreement dated July 28, 1971 executed by the parties or their representatives and signatory hereto. This Operating Agreement supercedes all the terms and conditions of the Farmout Agreement, which terms and conditions have been complied with.

8. COSTS AND EXPENSES

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the cost and expense basis provided in the Accounting Procedure attached hereto and marked Exhibit "C". If any provision of Exhibit "C" should be inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the costs to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such obligated costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated costs shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest at the rate of ~~six percent (6%)~~ ^{eight percent (8%)} per annum until paid. Proper adjustment shall be made monthly between advances and actual cost, to the end that each party shall bear and pay its proportionate share of actual costs incurred, and no more.

9. OPERATOR'S LIEN

Operator is given a first and preferred lien on the interest of each party covered by this contract, and in each party's interest in oil and gas produced and the proceeds thereof, and upon each party's interest in material and equipment, to secure the payment of all sums due from each such party to Operator.

In the event any party fails to pay any amount owing by it to Operator as its share of such costs and expense or such advance estimate within the time limited for payment thereof, Operator, without prejudice to other existing remedies, is authorized, at its election, to collect from the purchaser or purchasers of oil or gas, the proceeds accruing to the working interest or interests in the Unit Area of the delinquent party up to the amount owing by such party, and each purchaser of oil or gas is authorized to rely upon Operator's statement as to the amount owing by such party.

In the event of the neglect or failure of any non-operating party to promptly pay its proportionate part of the cost and expense of development and operation when due, the other non-operating parties and Operator, within thirty (30) days after the rendition of statements therefor by Operator, shall proportionately contribute to the payment of such delinquent indebtedness and the non-operating parties so contributing shall be entitled to the same lien rights as are granted to Operator in this section. Upon the payment by such delinquent or defaulting party to Operator of any amount or amounts on such delinquent indebtedness, or upon any recovery on behalf of the non-operating parties under the lien conferred above, the amount or amounts so paid or recovered shall be distributed and paid by Operator to the other non-operating parties and Operator proportionately in accordance with the contributions theretofore made by them.

10. TERM OF AGREEMENT

This agreement shall remain in full force and effect for as long as any of the oil and gas leases subjected to this agreement remain or are continued in force as to any part of the Unit Area, whether by production, operation, renewal or otherwise; provided, however, that in the event the first well drilled hereunder results in a dry hole and no other well is producing oil or gas in paying quantities from the Unit Area, then at the end of ninety (90) days after abandonment of the first test well, this agreement shall terminate unless one or more of the parties are then engaged in drilling a well or wells pursuant to Section 12 hereof, or all parties have agreed to drill an additional well or wells under this agreement, in which event this agreement shall continue in force until such well or wells shall have been drilled and completed. If production results therefrom this agreement shall continue in force thereafter as if said first test well had been productive in paying quantities, but if production in paying quantities does not result therefrom this agreement shall terminate at the end of ninety (90) days after abandonment of such well or wells. It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

11. LIMITATION ON EXPENDITURES

Without the consent of all parties: (a) No well shall be drilled on the Unit Area except any well expressly provided for in this agreement and except any well drilled pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the drilling of a well shall include consent to all necessary expenditures in the drilling, testing, completing, and equipping of the well, including necessary tankage; (b) No well shall be reworked, plugged back or deepened except a well reworked, plugged back or deepened pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the reworking, plugging back or deepening of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well to produce, including necessary tankage; (c) Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Five Thousand and no/100-----Dollars (\$ 5000.00) except in connection with a well the drilling, reworking, deepening, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that in case of explosion, fire, flood, or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency and to safeguard life and property, but Operator shall, as promptly as possible, report the emergency to the other parties. Operator shall, upon request, furnish copies of its "Authority for Expenditures" for any single project costing in excess of \$ 5000.00.

12. OPERATIONS BY LESS THAN ALL PARTIES

If all the parties cannot mutually agree upon the drilling of any well on the Unit Area other than the test well provided for in Section 7, or upon the reworking, deepening or plugging back of a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities on the Unit Area, any party or parties wishing to drill, rework, deepen or plug back such a well may give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days (except as to reworking, plugging back or drilling deeper, where a drilling rig is on location, the period shall be limited to forty-eight (48) hours exclusive of Saturday or Sunday) after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. Failure of a party receiving such a notice to so reply to it within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.

If any party receiving such a notice elects not to participate in the proposed operation (such party or parties being hereafter referred to as "Non-Consenting Party"), then in order to be entitled to the benefits of this section, the party or parties giving the notice and such other parties as shall elect to participate in the operation (all such parties being hereafter referred to as the "Consenting Parties") shall, within thirty (30) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the 48-hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions that their respective interests as shown in Exhibit "A" bear to the total interests of all Consenting Parties. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this section results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this section, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well, its leasehold operating rights, and share of production therefrom until the proceeds or market value thereof (after deducting production taxes, royalty, overriding royalty and other interests payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

- (A) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this section, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and

- 300
(B) ~~250~~ 300% of that portion of the costs and expenses of drilling, reworking, deepening or plugging back, testing and completing, after deducting any such contributions received under Section 25, and 250% of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value.

Within sixty (60) days after the completion of any operation under this section, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; if there is a credit balance it shall be paid to such Non-Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it and from and after such reversion such Non-Consenting Party shall own the same interest in such well, the operating rights and working interest therein, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have owned had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the accounting procedure schedule, Exhibit "C", attached hereto.

Notwithstanding the provisions of this Section 12, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Unit Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this section shall have no application whatsoever to the drilling of the initial test well on the Unit Area, but shall apply to the reworking, deepening, or plugging back of the initial test well after it has been drilled to the depth specified in Section 7, if it is, or thereafter shall prove to be, a dry hole or non-commercial well, and to all other wells drilled, reworked, deepened, or plugged back, or proposed to be drilled, reworked, deepened, or plugged back, upon the Unit Area subsequent to the drilling of the initial test well.

13. RIGHT TO TAKE PRODUCTION IN KIND

Each party shall ^{have the right to} take in kind or separately dispose of its proportionate share of all oil and gas produced from the Unit Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Each party shall pay or deliver, or cause to be paid or delivered, all royalties, overriding royalties, or other payments due on its share of such production, and shall hold the other parties free from any liability therefor. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party.

Each party shall execute all ^{such} division orders and contracts ~~as may be required for the sale~~ ^{as may be required for the sale} pertaining to its interest in production from the Unit Area, and shall be entitled to receive payment direct from the purchaser or purchasers thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the unit area, Operator shall have the right, subject to revocation at will by the party owning it, but not the obligation to purchase such oil and gas or sell it to others for the time being, at not less than the market price prevailing in the area, which shall in no event be less than the price which Operator receives for its portion of the oil and gas produced from the Unit area. Any such purchase or sale by Operator shall be subject always to the right of the owner of production to exercise at any time its right to take in kind or separately dispose of its share of all oil and gas not previously delivered to a purchaser; provided, however, that such purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one year. Notwithstanding the foregoing, Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days notice of such intended sale.

14. ACCESS TO UNIT AREA

Each party shall have access to the Unit Area at all reasonable times, at its sole risk, to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator shall, upon request, furnish each of the other parties with copies of all drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Unit Area.

15. DRILLING CONTRACTS

All wells drilled on the Unit Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. Operator, if it so desires, may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the field, and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as shall be customary and usual in the field in contracts of independent contractors who are doing work of a similar nature.

16. ABANDONMENT OF WELLS

No well, other than any well which has been drilled or reworked pursuant to Section 12 hereof for which the Consenting Parties have not been fully reimbursed as therein provided, which has been completed as a producer shall be plugged and abandoned without the consent of all parties; provided, however, if all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall then assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and its equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. The assignments so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments to the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Unit Area to the aggregate of the percentages of participation in the Unit Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Unit Area.

After the assignment, the assignors shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open. Upon request of the assignees, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

17. DELAY RENTALS AND SHUT-IN WELL PAYMENTS

Payment of delay rentals and shut-in well payments which may be required under the terms of the lease or leases described in Exhibit "A" to this Operating Agreement dated July 1, 1972 shall be made by WESTRANS PETROLEUM, INC. and the parties to this Agreement shall be billed for such payments in proportion to their interests set forth in Exhibit "A" to this Operating Agreement. It is expressly understood and agreed that WESTRANS PETROLEUM, INC. shall not be liable for any error or mistake of any kind whatsoever that may occur in making such payments. The loss of any lease or interest therein which results from a failure to pay or an erroneous payment of rental or shut-in well payment shall be a joint loss and there shall be no readjustment of interests in the remaining portion of the Unit Area. If any party secures a new lease covering the term-inated interest, such acquisition shall be subject to provisions of Section 23 of this Agreement.

Operator shall promptly notify each other party hereto of the date on which any gas well located on the Unit Area is shut-in and the reason therefor.

18. PREFERENTIAL RIGHT TO PURCHASE

~~Should any party desire to sell all or any part of its interests under this contract, or its rights and interests in the Unit Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all of its assets, or a sale or transfer of its interests to a subsidiary or parent company, or subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~

19. SELECTION OF NEW OPERATOR

Should a sale be made by Operator of its rights and interests, the other parties shall have the right within sixty (60) days after the date of such sale, by majority vote in interest, to select a new Operator. If a new Operator is not so selected, the transferee of the present Operator shall assume the duties of and act as Operator. In either case, the retiring Operator shall continue to serve as Operator, and discharge its duties in that capacity under this agreement, until its successor Operator is selected and begins to function, but the present Operator shall not be obligated to continue the performance of its duties for more than 120 days after the sale of its rights and interests has been completed.

20. MAINTENANCE OF UNIT OWNERSHIP

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this contract, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Unit Area and in wells, equipment and production unless such disposition covers either:

- (1) the entire interest of the party in all leases and equipment and production; or
- (2) an equal undivided interest in all leases and equipment and production in the Unit Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the rights of the other parties.

If at any time the interest of any party is divided among and owned by four or more co-owners, Operator may, at its discretion, require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this contract; however, all such co-owners shall enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Unit Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

21. RESIGNATION OF OPERATOR

Operator may resign from its duties and obligations as Operator at any time upon written notice of not less than ninety (90) days given to all other parties. In this case, all parties to this contract shall select by majority vote in interest, not in numbers, a new Operator who shall assume the responsibilities and duties, and have the rights, prescribed for Operator by this agreement. The retiring Operator shall deliver to its successor all records and information necessary to the discharge by the new Operator of its duties and obligations.

22. LIABILITY OF PARTIES

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Unit Area. Accordingly, the lien granted by each party to Operator in Section 9 is given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render them liable as partners.

23. RENEWAL OR EXTENSION OF LEASES

If any party secures a renewal of any oil and gas lease subject to this contract, each and all of the other parties shall be notified promptly, and shall have the right to participate in the ownership of the renewal lease by paying to the party who acquired it their several proper proportionate shares of the acquisition cost, which shall be in proportion to the interests held at that time by the parties in the Unit Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the unit area to the aggregate of the percentages of participation in the unit area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all the parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this section shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this section.

The provisions in this section shall apply also and in like manner to extensions of oil and gas leases.

24. SURRENDER OF LEASES

The leases covered by this agreement, in so far as they embrace acreage in the Unit Area, shall not be surrendered in whole or in part unless all parties consent.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties not agree or consent, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignors' or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Unit Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

25. ACREAGE OR CASH CONTRIBUTIONS

If any party receives while this agreement is in force a contribution of cash toward the drilling of a well or any other operation on the Unit Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly execute an assignment of the acreage, without warranty of title, to all parties to this agreement in proportion to their interests in the Unit Area at that time, and such acreage shall become a part of the Unit Area and be governed by all the provisions of this contract. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Unit Area.

26. PROVISION CONCERNING TAXATION

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1954, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state or states in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. Each party authorizes and directs the Operator to execute such an election or elections on its behalf and to file the election with the proper governmental office or agency. If requested by the Operator so to do, each party agrees to execute and join in such an election.

Operator shall render for ad valorem taxation all property subject to this agreement which by law should be returned for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Operator shall bill all other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If any tax assessment is considered unreasonable by Operator, it may at its discretion protest such valuation within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. When any such protested valuation shall have been finally determined, Operator shall pay the assessment for the joint account, together with interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

27. INSURANCE

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as may be outlined in Exhibit "D" attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Unit Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for operator's fully owned automotive equipment.

28. CLAIMS AND LAWSUITS

If any party to this contract is sued on an alleged cause of action arising out of operations on the Unit Area, or on an alleged cause of action involving title to any lease or oil and gas interest subjected to this contract, it shall give prompt written notice of the suit to the Operator and all other parties.

The defense of lawsuits shall be under the general direction of a committee of lawyers representing the parties, with Operator's attorney as Chairman. Suits may be settled during litigation only with the joint consent of all parties. No charge shall be made for services performed by the staff attorneys for any of the parties, but otherwise all expenses incurred in the defense of suits, together with the amount paid to discharge any final judgment, shall be considered costs of operation and shall be charged to and paid by all parties in proportion to their then interests in the Unit Area. Attorneys, other than staff attorneys for the parties, shall be employed in lawsuits involving Unit Area operations only with the consent of all parties; if outside counsel is employed, their fees and expenses shall be considered Unit Area expense and shall be paid by Operator and charged to all of the parties in proportion to their then interests in the Unit Area. The provisions of this paragraph shall not be applied in any instance where the loss which may result from the suit is treated as an individual loss rather than a joint loss under prior provisions of this agreement, and all such suits shall be handled by and be the sole responsibility of the party or parties concerned.

Damage claims caused by and arising out of operations on the Unit Area, conducted for the joint account of all parties, shall be handled by Operator and its attorneys, the settlement of claims of this kind shall be within the discretion of Operator so long as the amount paid in settlement of any one claim does not exceed one thousand (\$1000.00) dollars and, if settled, the sums paid in settlement shall be charged as expense to and be paid by all parties in proportion to their then interests in the Unit Area.

29. FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

30. NOTICES

All notices authorized or required between the parties and required by any of the provisions of this agreement, shall, unless otherwise specifically provided, be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at the

addresses listed on Exhibit "A". The originating notice shall be given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

31. OTHER CONDITIONS, IF ANY, ARE:

(A) This Agreement shall not be construed to provide that any party is obligated to represent any other party hereto before the Federal Power Commission.

(B) Nondiscrimination. In connection with the performance of work under this Agreement, the Operator agrees to comply with all of the provisions of Section 202(1) to (7), inclusive, of Executive Order 11246, as amended (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.

(C) Notwithstanding any provision to the contrary contained in the foregoing sections hereof, consent to the drilling or deepening of any well in the Unit Area including initial test well, shall not be deemed consent to the running and setting of a production string of casing therein or to completion thereof (including the equipping of such well to produce and necessary tankage). After the drilling or deepening of such a well to the depth or formation previously agreed upon and after appropriate tests have been made, Operator shall give immediate notice by telephone or telegraph, to be confirmed in writing, to all parties participating in the drilling or deepening of such well, setting forth Operator's recommendations with respect to such attempted completion. Each such party shall within 24 hours after receipt of such notice (exclusive of Saturdays, Sundays, and legal holidays) notify Operator as to whether or not such party elects to participate in such completion attempt. Failure to so notify Operator shall be deemed as election not to participate. Should all parties hereto elect to so participate, Operator shall conduct such operations for the joint account of all such parties. Should less than all parties elect to so participate, then such completion operations shall be conducted under the provisions of Section 12 hereof, as an operation by less than all the parties. Should no party elect to attempt such completion or should the completion attempt initially result in a dry hole, Operator shall plug and abandon the well at the joint cost of all parties who participated in the drilling or deepening of the well.

(D) Change of Operator. Any Non-Operator, subject to the consent of a majority in number of all parties, may initiate a proposal for change of operator at any time after this Operating Agreement has been in force for a period of at least one year if such Non-Operator considers the cost of operations by the Operator to be excessive and is willing to take over and operate the properties for a period of 12 calendar months at a cost not to exceed the amount specified in the proposal, which cost shall be at least 15% less than the cost of operation during the preceding 12 months. Such Non-Operator so proposing the change shall deliver to the then Operator a written statement detailing items of expense which in such Non-Operator's judgment contribute to or cause the alleged excessive cost and setting out the amount of economy which such Non-Operator agrees to accomplish on such items. The then Operator shall within 10 days after receipt of such proposal and statement elect in writing directed to such Non-Operator either (a) to allow such proposing Non-Operator to operate the contract area for such 12 months period on the basis set forth in such Non-Operator's written statement, or (b) agree to operate the contract area for such 12 months period on the basis proposed by such Non-Operator. Should the then Operator elect option (a), it shall on the first day of the following month turn over to such proposing Non-Operator the operations of the premises and such proposing Non-Operator shall thereupon become Operator and shall operate the premises for the ensuing 12 calendar months; if at the end of such 12 months such interim Operator is willing to continue as Operator on said basis, it shall so continue until such party is no longer willing to operate on said basis in which event operations shall be returned to the original operator or until the then Operator shall receive a similar proposal in writing from any then Non-Operator.

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

OPERATOR

WESTRANS PETROLEUM, INC.

ATTEST:

By: *John E. Logan*

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: _____

SIGNAL OIL & GAS COMPANY

ATTEST:

By: _____

Estate of William G. Helis, A Partnership

By: _____

ATTEST:

DIAMOND SHAMROCK CORPORATION

By: _____

ATTEST:

TRUE OIL COMPANY

By: _____

Nancy L. Novick, an individual

Nancy L. Novick

Nancy L. Novick, Testamentary Trustee
for David L. Novick

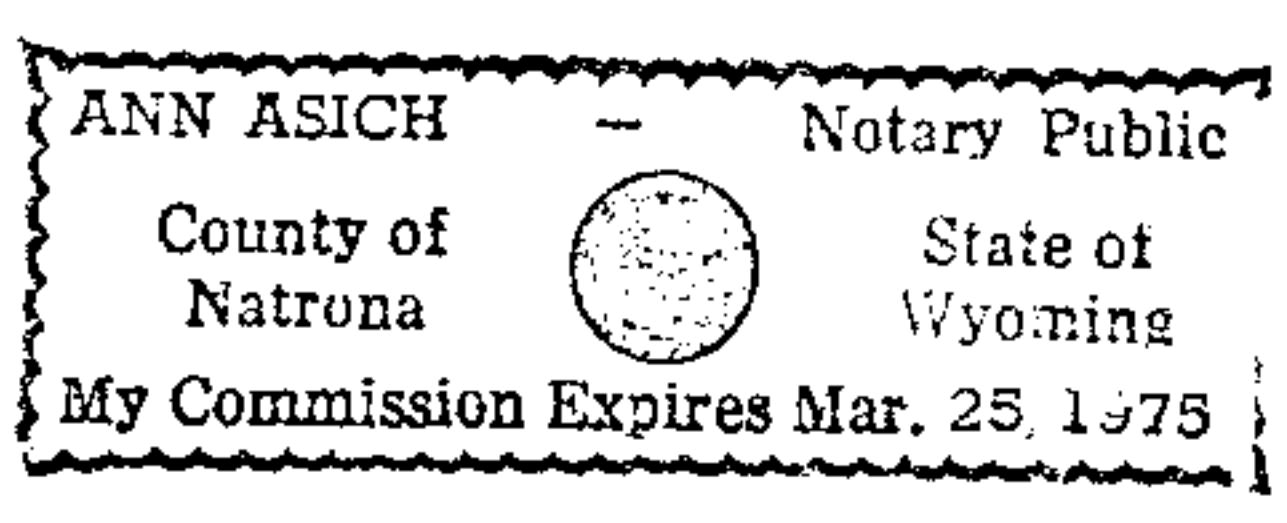
STATE OF WYOMING)
COUNTY OF NATRONA) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 1972, personally appeared Thomas F. Lugaric, Vice President of WESTRANS PETROLEUM, INC. to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: March 25, 1975

Ann Asich
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197__, personally appeared _____ of YATES PETROLEUM CORPORATION to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197__, personally appeared _____ of SIGNAL OIL & GAS COMPANY to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

This agreement may be signed at counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

OPERATOR

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: John A. Yates *JA*

Assistant Secretary

Vice President
SIGNAL OIL & GAS COMPANY

ATTEST:

By: _____

Estate of William G. Helis, A Partnership

By: _____

ATTEST:

DIAMOND SHAMROCK CORPORATION

By: _____

ATTEST:

TRUE OIL COMPANY

By: _____

Nancy L. Novick, an individual

Nancy L. Novick

Nancy L. Novick, Testamentary Trustee
for David L. Novick

STATE OF NEW YORK)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____ of WESTRANS PETROLEUM, INC. to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
Notary Public

STATE OF NEW MEXICO)
COUNTY OF EDDY) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 1972, personally appeared John A. Yates, Vice President of YATES PETROLEUM CORPORATION to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
November 30, 1975
Edward L. Schindler
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____ of SIGNAL OIL & GAS COMPANY to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: _____

and
SIGNAL OIL & GAS COMPANY~~ATTEST:~~By: Emmett E. Volter

Contract Agent

Estate of William G. Helis, A Partnership

By: _____

ATTEST:

DIAMOND SHAMROCK CORPORATION

By: _____

ATTEST:

TRUE OIL COMPANY

By: _____

Nancy L. Novick, an individual

Nancy L. NovickNancy L. Novick, Testamentary Trustee
for David L. Novick

STATE OF NEW YORK)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared _____ of WESTRANS PETROLEUM, INC., to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared _____ of YATES PETROLEUM CORPORATION, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 13th day of September, 1972, personally appeared Emmet E. Walter, Contract Agent of SIGNAL OIL & GAS COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Bettye Warren
Notary Public

BETTYE WARREN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: _____

SIGNAL OIL & GAS COMPANY

ATTEST:

By: _____

Estate of William G. Helis, A Partnership

By: *William G. Helis*
PARTNER

ATTEST:

DIAMOND SHAMROCK CORPORATION

By: _____

ATTEST:

TRUE OIL COMPANY

By: _____

Nancy L. Novick, an individual

Nancy L. Novick

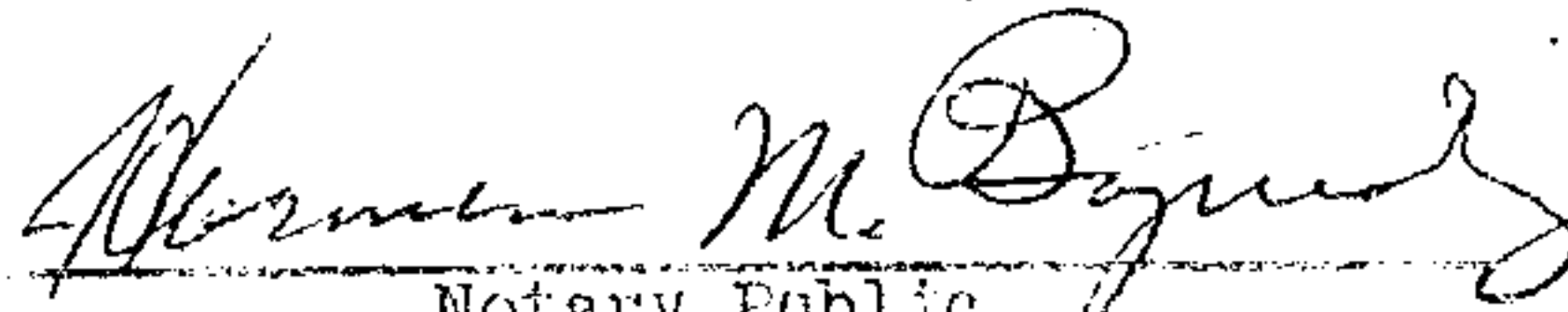
Nancy L. Novick, Testamentary Trustee
for David L. Novick

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 30 day of August, 1972, before me personally appeared MORRIS WRIGHT, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

My Commission is for life.


Notary Public
Herman M. Baginsky

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____
DIAMOND SHAMROCK CORPORATION

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____
of TRUE OIL COMPANY

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: _____

SIGNAL OIL & GAS COMPANY

ATTEST:

By: _____

Estate of William G. Helis, A Partnership

By: _____

ATTEST:

DIAMOND SHAMROCK CORPORATION


Assistant Secretary

By: 
Unit Vice President

ATTEST:

TRUE OIL COMPANY

By: _____

Nancy L. Novick, an individual

Nancy L. Novick

Nancy L. Novick, Testamentary Trustee
for David L. Novick

STATE OF _____)
COUNTY OF _____) ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____, Estate of William G. Helis, a Partnership, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF Texas)
COUNTY OF Potter) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 21st day of August, 1972, personally appeared Riley H. Clark for DIAMOND SHAMROCK CORPORATION, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

6-1-73

Mary Virginia Spear
Notary Public

Mary Virginia Spear
Notary Public

STATE OF _____)
COUNTY OF _____) ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____ of TRUE OIL COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

OPERATOR

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: _____

SIGNAL OIL & GAS COMPANY

ATTEST:

By: _____

Estate of William G. Helis, A Partnership

By: _____

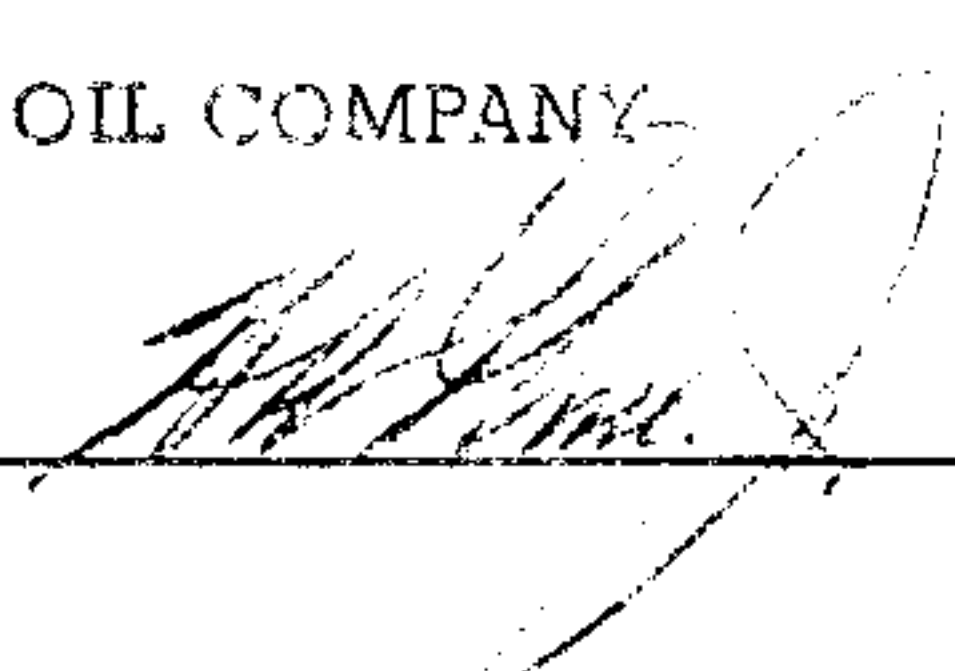
ATTEST:

DIAMOND SHAMROCK CORPORATION

By: _____

ATTEST:

TRUE OIL COMPANY

By:  _____

Nancy L. Novick, an individual

Nancy L. Novick

Nancy L. Novick, Testamentary Trustee
for David L. Novick

STATE OF _____)
COUNTY OF _____) ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared _____
Estate of William G. Helis, a Partnership,
to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared _____
DIAMOND SHAMROCK CORPORATION
to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF Wyoming)
COUNTY OF Albany) ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 25th day of August, 1974, personally appeared _____
W. A. Luce Jr. of TRUE OIL COMPANY
to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Steven L. Luce
Notary Public

Jan 21, 1975

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

O P E R A T O R

WESTRANS PETROLEUM, INC.

ATTEST:

By: _____

WORKING INTEREST OWNERS

YATES PETROLEUM CORPORATION

ATTEST:

By: _____

SIGNAL OIL & GAS COMPANY

ATTEST:

By: _____

Estate of William G. Helis, A Partnership

By: _____

ATTEST:

DIAMOND SHAMROCK CORPORATION

By: _____

ATTEST:

TRUE OIL COMPANY

By: _____

Nancy L. Novick, an individual

Nancy L. Novick
Nancy L. Novick

Nancy L. Novick, Testamentary Trustee
for David L. Novick

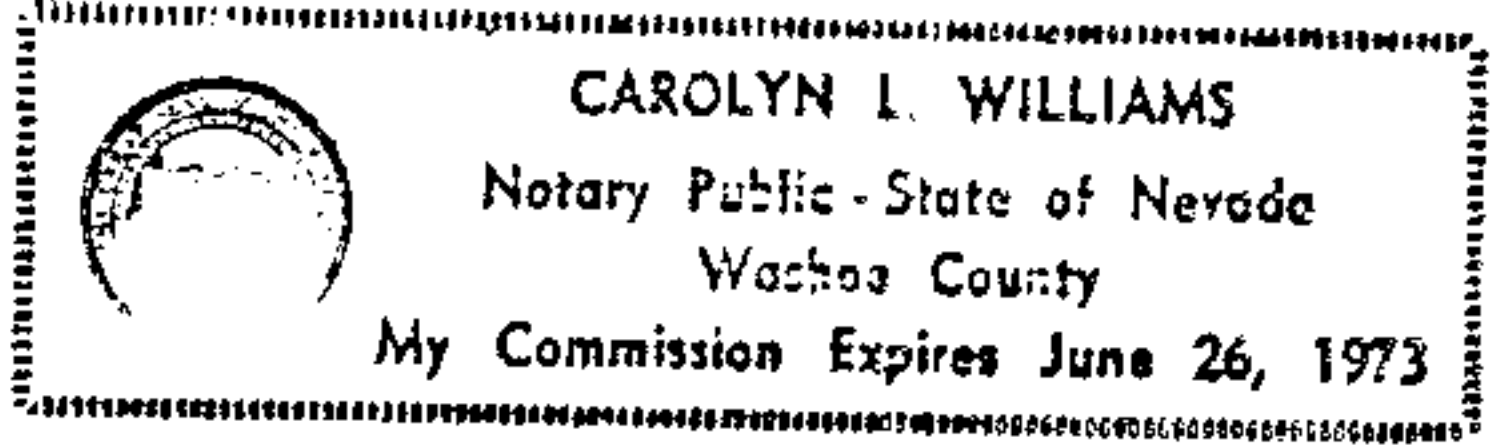
Nancy L. Novick

STATE OF Nevada) ss.
COUNTY OF Washoe)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 21 day of August, 1977, personally appeared NANCY L NOVICK, an individual, and as Testamentary Trustee for DAVID L. NOVICK and N. MICHAEL NOVICK, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: Carolyn L. Williams
Notary Public



STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared PETER L. NOVICK, an individual, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
Notary Public

STATE OF Nevada) ss.
COUNTY OF Washoe)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared _____ of CHORNEY OIL COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
Notary Public

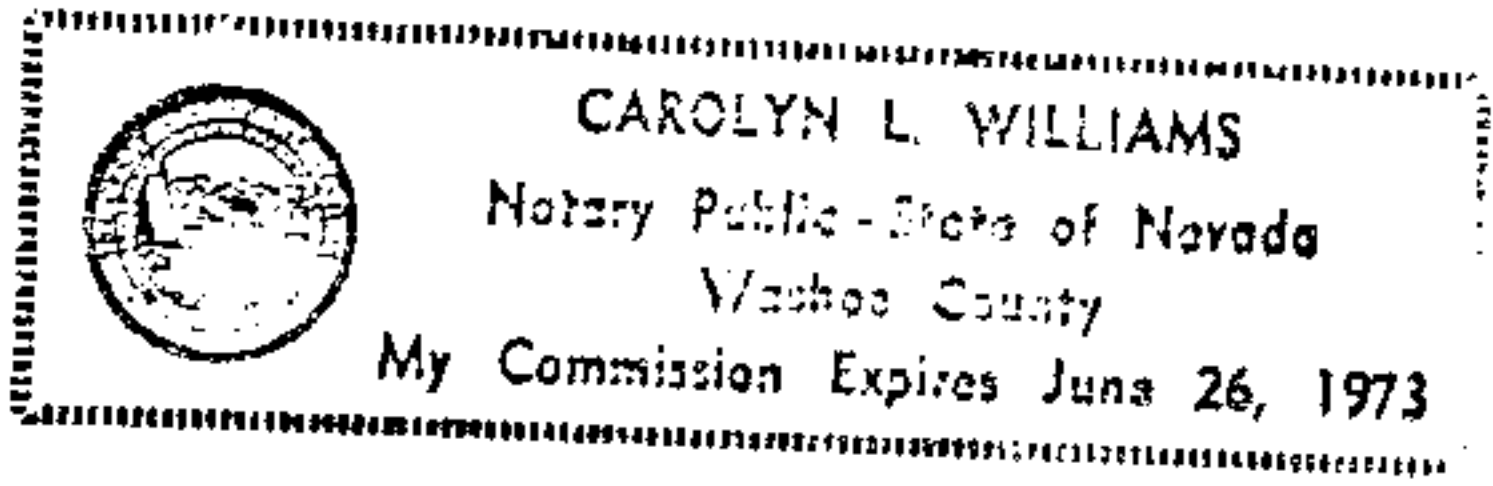
STATE OF Nevada) ss.
COUNTY OF Washoe)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 21 day of August, 1972, personally appeared NANCY L NOVICK, an individual, and as Testamentary Trustee for DAVID L. NOVICK and N. MICHAEL NOVICK, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Carolyn L. Williams
Notary Public



STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197__, personally appeared PETER L. NOVICK, an individual, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197__, personally appeared _____ of CHORNEY OIL COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

Nancy L. Novick, Testamentary Trustee
for N. Michael Novick

Nancy L. Novick

Peter L. Novick, an individual

Peter L. Novick

CHORNEY OIL COMPANY

By: _____

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

Zach K. Brinkerhoff, Jr.

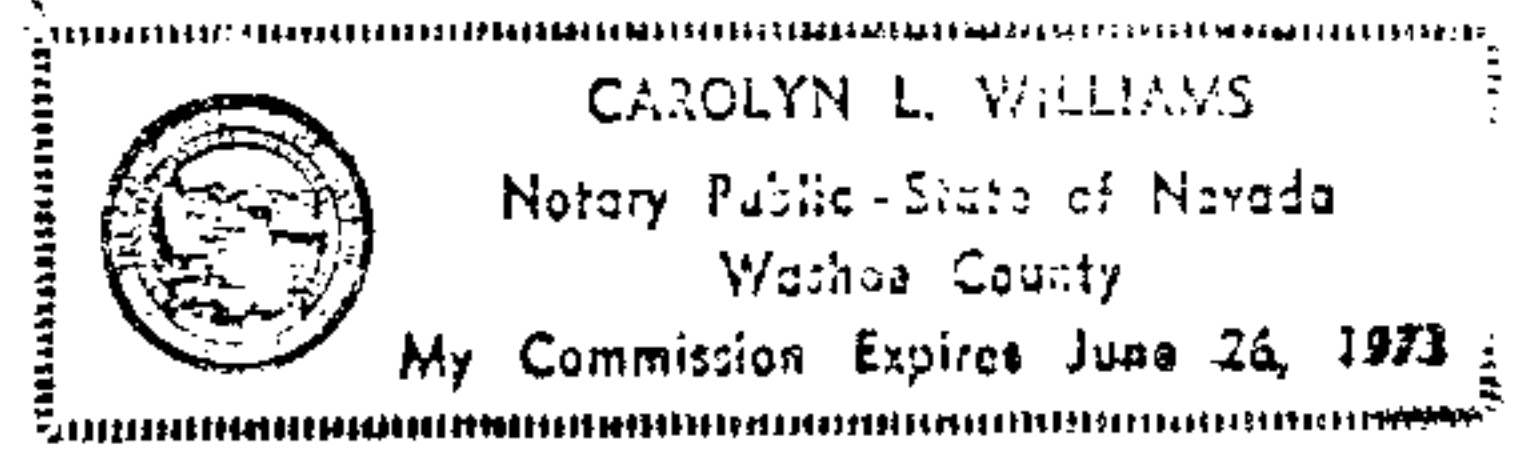
STATE OF Nevada) ss.
COUNTY OF Washoe)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 31 day of August, 1977, personally appeared NANCY L. NOVICK, an individual, and as Testamentary Trustee for DAVID L. NOVICK and N. MICHAEL NOVICK, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Carolyn L. Williams
Notary Public



STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197__, personally appeared PETER L. NOVICK, an individual, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197__, personally appeared _____ of CHORNEY OIL COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

Nancy L. Novick, Testamentary Trustee
for N. Michael Novick

Peter B. Novick, an individual

Peter B. Novick
Peter B. Novick

CHORNEY OIL COMPANY

By: _____

ATTEST:

BRINKERHOFF DRILLING COMPANY

By: _____

Zach K. Brinkerhoff, Jr.

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared NANCY L. NOVICK, an individual, and as Testamentary Trustee for DAVID L. NOVICK and N. MICHAEL NOVICK, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

STATE OF Colorado) ss.
COUNTY OF Denver)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 1972, personally appeared PETER B. NOVICK, an individual, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

[Signature]
Notary Public

My Commission expires June 7, 1974

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197_, personally appeared _____ of CHORNEY OIL COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

Nancy L. Novick, Testamentary Trustee
for N. Michael Novick

Peter L. Novick, an individual

Peter L. Novick

CHORNEY OIL COMPANY

By: *L. Stanley*
Vice-President

BRINKERHOFF DRILLING COMPANY

By: _____

Zach K. Brinkerhoff, Jr.

ATTEST: *R. D. Quiley*
Assistant Secretary

ATTEST: _____

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared NANCY L. NOVICK, an individual, and as Testamentary Trustee for DAVID L. NOVICK and N. MICHAEL NOVICK, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
Notary Public

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared PETER L. NOVICK, an individual, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

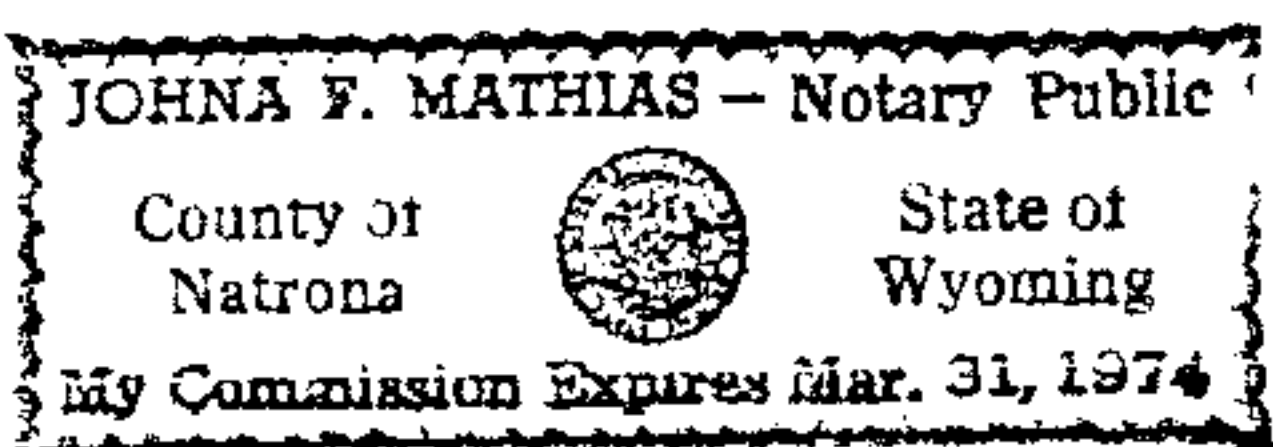
My Commission expires: _____
Notary Public

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 14th day of August, 1972, personally appeared _____
L. Stanley, Vice President of CHORNEY OIL COMPANY, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
John F. Mathias
Notary Public



Nancy L. Novick, Testamentary Trustee
for N. Michael Novick

Peter L. Novick, an individual

Peter L. Novick

CHORNEY OIL COMPANY

By:

ATTEST:

W. C. Brinkerhoff, Jr.
Atst. Sec.

BRINKERHOFF DRILLING COMPANY, INC.

By:

Zach K. Brinkerhoff, Jr.
Vice President

Zach K. Brinkerhoff, Jr.

STATE OF Colorado) ss.
COUNTY OF Denver)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 1977, personally appeared W. H. Brinkerhoff, Vice President of BRINKERHOFF DRILLING COMPANY to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: April 29, 1975

Judith A. Keiser
Notary Public

STATE OF _____) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 1977, personally appeared ZACH K. BRINKERHOFF, JR. to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

Notary Public

202

Nancy L. Novick, Testamentary Trustee
for N. Michael Novick

Peter L. Novick, an individual

Peter L. Novick

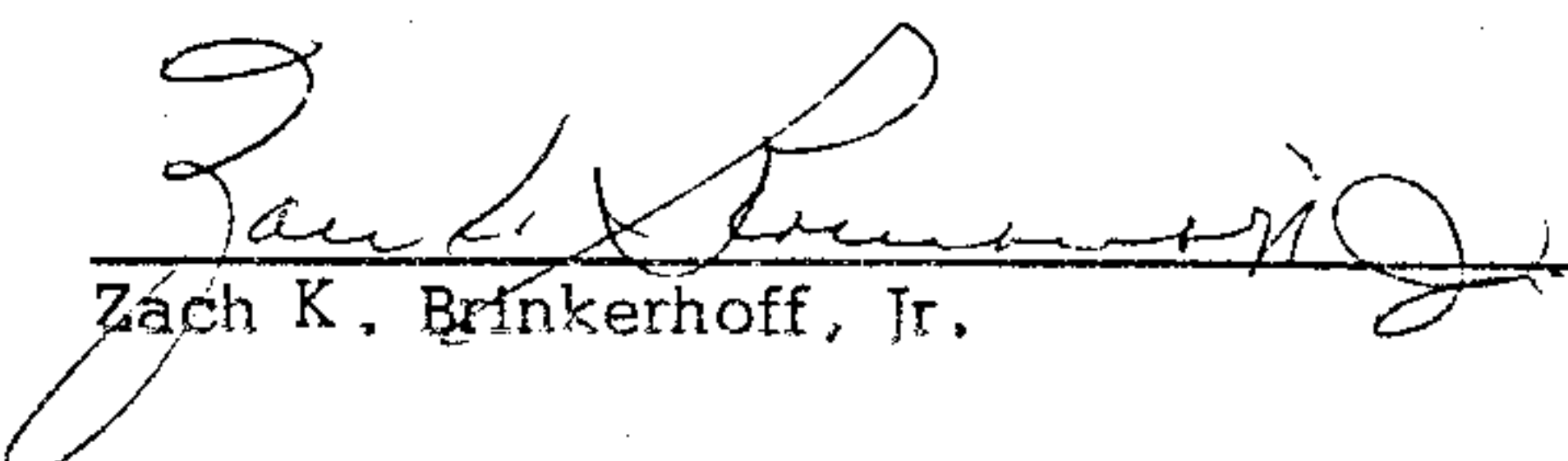
CHORNEY OIL COMPANY

By: _____

BRINKERHOFF DRILLING COMPANY

By: _____

ATTEST:


Zach K. Brinkerhoff, Jr.

STATE OF _____)
COUNTY OF _____) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 197____, personally appeared _____ of BRINKERHOFF DRILLING COMPANY to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____
Notary Public

STATE OF Colorado)
COUNTY OF Denver) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 15 day of August, 1972 personally appeared ZACH K. BRINKERHOFF, JR. to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: June 18, 1973
Polina A. Craig
Notary Public

EXHIBIT "A"

To Operating Agreement Dated July 1, 1972
Between WESTRANS PETROLEUM, INC., as Operator, and Others
Sublette County, Wyoming

I. (A) LAND SUBJECT TO OPERATING AGREEMENT
LEASED LANDS

Township 27 North, Range 112 West, 6th P.M.
Section 36: All

640.00 gross acres, more or less

- (B) Leasehold subject to this Agreement as to depths from the surface of the ground to a depth of 9663 feet, being the total depth penetrated in the 41-36 State well, NE/4 NE/4 Section 36, T. 27 N., R. 112 W.

All Section 36, T. 27 N., R. 112 W.

State of Wyoming 66-15523

Effective Date: October 2, 1966

Gross and Net Acres: 640.00

Recorded: March 17, 1972

Book 48 Oil & Gas, Page 143

EXHIBIT "A" - 20 Operating Agreement Dated July 1, 1972 By and Between WESTRANS PETROLEUM, INC. and Others

II. PERCENTAGES OF INTEREST

A. Royalty Interests - during payout period - #41-36 State Well
Initial Well, NE/4 NE/4 Section 36, Township 27 North, Range 112 West

	<u>Basic Royalty</u>		<u>Permanent ORR Interest</u>		<u>1/16th Gross ORR Subject to Conversion</u>		<u>Total Basic Royalty and ORR Burdens</u>	
	Recipient (1)	Paid By (2)	Recipient (3)	Paid By (4)	Recipient (5)	Paid By (6)	Recipient (7)	To be paid by (8)
STAFF & 07 00/00/75 State of Minnesota	12.5000	-0-	-0-	-0-	-0-	-0-	12.5000000 (1)	-0-
Robert W. Scott		-0-	1.00	-0-	-0-	-0-	1.0000000 (3)	-0-
L. C. Driskell		-0-	4.00	-0-	-0-	-0-	4.0000000 (3)	-0-
Allen R. True		-0-	.75	-0-	-0-	-0-	.7500000 (3)	-0-
<u>Permout Interests</u>								
Yates Petroleum Corporation	-0-	-0-	-0-	-0-	.7812500	-0-	.7812500 (5)	-0-
Signal Oil & Gas Company	-0-	-0-	-0-	-0-	.3906250	-0-	.3906250 (5)	-0-
Estate of Wm. C. Ellis, a partnership	-0-	-0-	-0-	-0-	.3906250	-0-	.3906250 (5)	-0-
Diamond Shamrock Corporation	-0-	-0-	-0-	-0-	1.5625000	-0-	1.5625000 (5)	-0-
True Oil Company	-0-	-0-	-0-	-0-	1.5625000	-0-	1.5625000 (5)	-0-
Charmey Oil Company	-0-	-0-	-0-	-0-	1.1718750	-0-	1.1718750 (5)	-0-
Nancy L. Novick, an individual	-0-	-0-	-0-	-0-	.1953125	-0-	.1953125 (5)	-0-
Nancy L. Novick, Trustee,	-0-	-0-	-0-	-0-	.0651031	-0-	.0651031 (5)	-0-
David L. Novick								
Nancy L. Novick, Trustee,	-0-	-0-	-0-	-0-	.0651031	-0-	.0651031 (5)	-0-
N. Michael Novick								
Peter L. Novick, an individual	-0-	-0-	-0-	-0-	.0651063	-0-	.0651063 (5)	-0-
<u>Earned Interests</u>								
Westrans Petroleum, Inc.	-0-	10.93750	-0-	5.031250	-0-	5.468750	-0-	21.43750
Brinkerhoff Drilling Company	-0-	.78125	-0-	.359375	-0-	.390625	-0-	1.53125
Zach K. Brinkerhoff, Jr.	-0-	.78125	-0-	.359375	-0-	.390625	-0-	1.53125
TOTALS	12.5000	12.50000	5.75	5.750000	6.2500000	6.250000	24.50000	24.50000

EXHIBIT "A" - To Operating Agreement Dated July 1, 1972 By and Between WESTRANS PETROLEUM, INC. and Others

II. PERCENTAGES OF INTEREST

Working Interests - during payout period - #41-36 State Well

Initial Well, NE/4 NE/4 Section 36, Township 27 North, Range 112 West

CARRIED FORWARD FROM II-A, Page 2(a)

	Total Basic Royalty and ORR Burdens		Beneficial Interest		W.I.-Cost Basis		Total Percent Production	
	Recipient	To be paid by	Recipient		To be paid by		Recipient	
	(7)	(8)	(9)		(10)		(11)	
STAGE 0710Y0m22b United States of America	12.5000000	-0-	-0-	-0-	-0-	-0-	12.5000000	(7)
Robert W. Scott	1.0000000	-0-	-0-	-0-	-0-	-0-	1.0000000	(7)
L. C. Driskell	4.0000000	-0-	-0-	-0-	-0-	-0-	4.0000000	(7)
Allen R. True	.7500000	-0-	-0-	-0-	-0-	-0-	.7500000	(7)
<u>Farmout Interests</u>								
Yates Petroleum Corporation	.7812500	-0-	-0-	-0-	-0-	-0-	.7812500	(7)
Signal Oil & Gas Company	.3906250	-0-	-0-	-0-	-0-	-0-	.3906250	(7)
Estate of Wm. G. Helis, a partnership	.3906250	-0-	-0-	-0-	-0-	-0-	.3906250	(7)
Diamond Shamrock Corporation	1.5625000	-0-	-0-	-0-	-0-	-0-	1.5625000	(7)
True Oil Company	1.5625000	-0-	-0-	-0-	-0-	-0-	1.5625000	(7)
Chorney Oil Company	1.1718750	-0-	-0-	-0-	-0-	-0-	1.1718750	(7)
Nancy L. Novick, an individual	.1953125	-0-	-0-	-0-	-0-	-0-	.1953125	(7)
Nancy L. Novick, Trustee,	.0651031	-0-	-0-	-0-	-0-	-0-	.0651031	(7)
David L. Novick								
Nancy L. Novick, Trustee,	.0651031	-0-	-0-	-0-	-0-	-0-	.0651031	(7)
N. Michael Novick								
Peter L. Novick, an individual	.0651063	-0-	-0-	-0-	-0-	-0-	.0651063	(7)
<u>Earned Interests</u>								
Westrans Petroleum, Inc.		21.43750	66.06250	87.500	66.0625000	(9)		
Brinkerhoff Drilling Company		1.53125	4.71875	6.250	4.7187500	(9)		
Zach K. Brinkerhoff, Jr.		1.53125	4.71875	6.250	4.7187500	(9)		
TOTALS	24.5000000	24.50000	75.50000	100.000	100.0000000			

EXHIBIT "A" - To Operating Agreement Dated July 1, 1972 By and Between WESTRANS PETROLEUM, INC. and Others

II. PERCENTAGES OF INTEREST

C. Working Interests and Royalty Interests - As to Subsequent Wells and After Payout Period on Initial Well #41-36 State All Lands on Exhibit "B"

	Basic Royalty		Permanent ORR		Total Royalty Burdens		Beneficial Interest		W.I. Cost Basis		Total Percent Production	
	Recipient (1)	Paid By (2)	Paid By (3)	Paid By (4)	Recipient (5)	Paid By (6)	Recipient (7)					
STAFF CO. by Operating United States of America	12.500	-0-	-0-	-0-	-0-	-0-	12.5000000 (1)					
Robert W. Scott	-0-	-0-	-0-	-0-	-0-	-0-	1.0000000					
L. C. Driskell	-0-	-0-	-0-	-0-	-0-	-0-	4.0000000					
Allen R. True	-0-	-0-	-0-	-0-	-0-	-0-	.7500000					
<u>Farmout Interests</u>												
Yates Petroleum Corporation	-0-	.7812500	.3593750	1.1406250 (2)(3)	5.1093750	6.2500000 (4)(5)	5.1093750 (5)					
Signal Oil & Gas Company	-0-	.3906250	.1796875	.5703125 (2)(3)	2.5546875	3.1250000 (4)(5)	2.5546875 (5)					
Relate of Wm. C. Falls	-0-	.3506250	.1796875	.5703125 (2)(3)	2.5546875	3.1250000	2.5546875 (5)					
<u>Partnership</u>												
Leonard Shamrock Corporation	-0-	1.5625000	.7187500	2.2812500 (2)(3)	10.2187500	12.5000000	10.2187500 (5)					
True Oil Company	-0-	1.5625000	.7187500	2.2812500 (2)(3)	10.2187500	12.5000000	10.2187500 (5)					
Chorney Oil Company	-0-	1.1718750	.5390625	1.7109375 (2)(3)	7.6640625	9.3750000	7.6640625 (5)					
Nancy L. Novick, an individual	-0-	.1953125	.0898438	.2851563 (2)(3)	1.2773437	1.5625000	1.2773437 (5)					
Nancy L. Novick, Trustee	-0-	.0651031	.0299474	.0950505 (2)(3)	.4257745	.5208250	.4257745 (5)					
David L. Novick	-0-											
Nancy L. Novick, Trustee	-0-	.0651031	.0299474	.0950505 (2)(3)	.4257745	.5208250	.4257745 (5)					
N. Michael Novick	-0-											
Peter L. Novick, an individual	-0-	.0651063	.0299489	.0950552 (2)(3)	.4257948	.5208500	.4257748 (5)					
<u>Earned Interests</u>												
Westrans Petroleum, Inc.	-0-	5.4687500	2.5156250	7.9843750 (2)(3)	35.7656250	43.7500000	35.7656250 (5)					
Brinkerhoff Drilling Company	-0-	.3906250	.1796875	.5703125 (2)(3)	2.5546875	3.1250000	2.5546875 (5)					
Zach K. Brinkerhoff, Jr.	-0-	.3906250	.1796875	.5703125 (2)(3)	2.5546875	3.1250000	2.5546875 (5)					
TOTALS	12.500	12.5000000	5.7500000	18.2500000	81.7500000	100.0000000	100.0000000					

EXHIBIT "A"

III. Names and addresses of parties hereto and their designated representatives:

OPERATOR:

Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017
Telephone: 212-697-6500

Representatives

Thomas F. Lugaric OR
John T. Chandler
250 Park Avenue
New York, New York 10017
Telephone: 212-697-6500

OWNERS

True Oil Company
P. O. Box 2360
Casper, Wyoming 82601
Telephone: 307-237-9301

J. D. Milliken
P. O. Box 2360
Casper, Wyoming 82601
Telephone: 307-237-9301

Chorney Oil Company
P. O. Box 144
Casper, Wyoming 82601
Telephone: 307-234-7164

L. Stanley
P. O. Box 144
Casper, Wyoming 82601
Telephone: 307-234-7164

Nancy L. Novick, individually and
as Trustee for David L. Novick
and N. Michael Novick
c/o Chorney Oil Company
P. O. Box 144
Casper, Wyoming 82601
Telephone: 307-234-7164

L. Stanley
P. O. Box 144
Casper, Wyoming 82601
Telephone: 307-234-7164

Peter L. Novick, an individual
c/o Chorney Oil Company
Casper, Wyoming 82601
Telephone: 307-234-7164

L. Stanley
P. O. Box 144
Casper, Wyoming 82601
Telephone: 307-234-7164

Diamond Shamrock Corporation
P. O. Box 631
Amarillo, Texas 79105
Telephone: 806-376-4451

W. W. Killingsworth or Joe Powell,
drilling reports
Burke Isbell or W. F. Baher,
geological notices
P. O. Box 631
Amarillo, Texas 79105
Telephone: 806-376-4451

Yates Petroleum Corporation
203 South 4th Street
Artesia, New Mexico 88210
Telephone: 505-746-3558

R. C. Norman
203 South 4th Street
Artesia, New Mexico 88210
Telephone: 505-746-3558

Signal Oil & Gas Company
210 North Big Spring
Midland, Texas 79701
Telephone: 915-682-8231

Mark Guinan
210 North Big Spring
Midland, Texas 79701
Telephone: 915-682-8231

Estate of Wm. G. Helis
912 Whitney Building
New Orleans, Louisiana 70130
Telephone: 504-523-1831

E. G. King, Jr.
912 Whitney Building
New Orleans, Louisiana 70130
Telephone: 504-523-1831

EXHIBIT "A" - Continued

OWNERS

Brinkerhoff Drilling Company
600 Denver Club Building
Denver, Colorado 80202
Telephone: 303-222-9733

Zach K. Brinkerhoff, Jr.
600 Denver Club Building
Denver, Colorado 80202
Telephone: 303-222-9733

Representatives

Leo Jackson
600 Denver Club Building
Denver, Colorado 80202
Telephone: 303-222-9733

(Same as above)

EXHIBIT "B"

Attached to and Made a Part of Operating Agreement
Dated July 1, 1972 Between WESTRANS PETROLEUM, INC. and Others

R 112 W



36

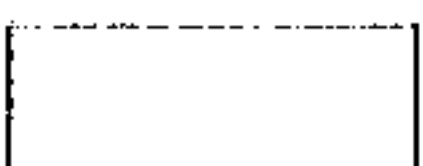
T
27
N

SUBLETTE COUNTY

LINCOLN COUNTY



Westrans Pet, Inc., Etal No. 41-36



State Of Wyoming Lease No. 66-15523

Lands Subject To Operating Agreement,
All Of Section 36, T 27 N - R 112 W.

BIRD CANYON FIELD.

SUBLETTE COUNTY,

WYOMING

DATE 7/1/1972 NO. 50-18-5-14

EXHIBIT "C"

Attached to and made a part of Operating Agreement Dated July 1,
1972 Between WESTRANS PETROLEUM, INC., as Operator
and Others.

Sublette County, Wyoming

ACCOUNTING PROCEDURE (JOINT OPERATIONS)

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this "Accounting Procedure" is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the nonoperating parties, whether one or more.

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Conflict with Agreement

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the agreement to which this Accounting Procedure is attached, the provisions of the agreement shall control.

3. Collective Action by Non-Operators

Where an agreement or other action of Non-Operators is expressly required under this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the agreement or action of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

4. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses, for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under Subparagraph C below:

A. Statement in detail of all charges and credits to the Joint Account.

B. Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. Statement of all charges and credits to the Joint Account summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

5. Payment and Advances by Non-Operators

Each Non-Operator shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of ~~xxxxxx~~ ~~xxxxxx~~ per annum until paid. eight per cent (8%)

6. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operators to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

7. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Paragraph 6 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator.

II. DIRECT CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Delay or other rentals and royalties when such rentals and royalties are paid by Operator for the Joint Account of the Parties.

2. Labor

A. Salaries and wages of Operator's employees directly engaged on the Joint Property in the conduct of the Joint Operations, and salaries or wages of technical employees who are temporarily assigned to and directly employed on the Joint Property.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1 of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

Employee Benefits

Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost; provided however, the total of such charges shall not exceed ten percent (10%) of Operator's labor costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

4. Material

Material purchased or furnished by Operator for use on the Joint Property. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store or railway receiving point where like material is available, except by agreement with Non-Operators.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store or railway receiving point, except by agreement with Non-Operators. No charge shall be made to Joint Account for moving Material to other properties belonging to Operator, except by agreement with Non-Operators.
- C. In the application of subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of \$100 or less.

6. Services

- A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 2 of Section III.
- B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.

7. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or any other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

8. Legal Expense

All costs and expenses of handling, investigating and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorneys' fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), except by agreement with Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.

9. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

10. Insurance Premiums

Premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.

11. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus a fixed rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraphs 1, 2, and 3 of this Section III OR by combining all three of said items under the fixed rate provided for in Paragraph 4 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE THE JOINT ACCOUNT UNDER THE TERMS OF:

- ☐ Paragraphs 1, 2 and 3. (Allocation of district expense plus fixed rate for administrative overhead plus warehousing.)
- ☒ Paragraph 4. (Combined fixed rate)

1. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's _____ office located at or near _____ (or a comparable office if location changed), and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

2. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1 of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charges shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged as direct charges as provided in Paragraphs 2 and 8 of Section II.

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth)	PRODUCING WELL RATE (Use Current Producing Depth)		
	Each Well	First Five	Next Five	All Wells Over Ten

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting, or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in this Paragraph 2 of Section III, unless such cost and expense are agreed upon between Operator and Non-Operators as a direct charge to the Joint Account.

3. Operator's ~~owned Warehouse~~ Operating and Maintenance Expense
(Describe fully the agreed procedure to be followed by the Operator.)

4. Combined Fixed Rates
Operator shall charge the Joint Account for the services covered by Paragraph 1, 2 and 3 of this Section III, the following fixed per well rates:

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	Each Well	DRILLING WELL RATE (Use Total Depth)		PRODUCING WELL RATE (Use Current Producing Depth)	
		XXXXXX	XXXXXX	XXXXXX	XXXXXX
0-8000'	All wells	\$1200.00	\$125.00	all wells	
8000' and below	All wells	\$1200.00	\$150.00	all wells	

Said fixed rate (shall) (shall not) include salaries and expenses of production foremen.

5. Application of Administrative Overhead or Combined Fixed Rates

The following limitations, instructions and charges shall apply in the application of the per well rates as provided under either Paragraph 2 or Paragraph 4 of this Section III:

- Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.
 - The status of wells shall be as follows:
 - Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.
 - Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. When such a well is plugged a charge shall be made at the producing well rates.
 - Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling or workover rig shall be considered the same as drilling wells.
 - Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.
 - Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.
 - Wells completed in multiple horizons, in which the production is not commingled down hole, shall be considered as a producing well for each separately producing horizon.
 - The well rates shall apply to the total number of wells being drilled or operated under the agreement to which this Accounting Procedure is attached, irrespective of individual leases.
 - The well rates shall be adjusted on the first day of April of each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.
6. For the construction of compressor plants, water stations, secondary recovery systems, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling and producing operations, Operator in addition to the Administrative Overhead or Combined Fixed Rates provided for in Paragraph 2 and 4 of this Section III, shall charge the Joint Account with an additional overhead charge as follows:
- Total cost less than \$25,000, no charge.
 - Total cost more than \$25,000 but less than \$100,000, % of total cost. * - to be negotiated
 - Total cost of \$100,000 or more, % of the first \$100,000 plus % of all over \$100,000 of total cost.
- Total cost shall mean the total gross cost of any one project. For the purpose of this Paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.
7. The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operator may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

A. New Material (Condition "A")

- Tubular goods, two inch (2") and over, shall be priced on Eastern Mill base (i. e. Youngstown, Ohio; Lorain, Ohio; and Indiana Harbor, Indiana) on a minimum carload basis effective at date of movement and f. o. b. railway receiving point nearest the Joint Property, regardless of quantity. In equalized hauling charges, Operator is permitted to include ten cents (10c) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.
- Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f. o. b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is available.
- The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

- Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.
- Material which cannot be classified as Condition "B" but which,
 - After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or
 - Is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at fifty per cent (50%) of current new price.
- Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for

some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

(4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation and interest on investment not to exceed six per cent (6%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. Rates for automotive equipment shall generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against Joint Property operations. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be subject to agreement between Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from the Joint Property.

1. Material Purchased by the Operator or Non-Operators

Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. Division in Kind

Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator in the monthly statement of operations.

3. Sales to Outsiders

Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless otherwise agreed to between Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined

New price as used in this Section VI shall be the price specified for New Material in Section IV.

2. New Material

New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five percent (75%) of new price.

4. Other Used Material

Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

B. Is serviceable for original function but not suitable for reconditioning.

5. Bad-Order Material

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. Junk Material

Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. Temporarily Used Material

When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3 B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Material generally considered controllable by the Industry.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Material, which shall include all such Material as is ordinarily considered controllable. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator, who shall in that event furnish Non-Operators with a copy thereof.

2. Reconciliation and Adjustment of Inventories

Reconciliation of inventory with charges to the Joint Account shall be made, and a list of overages and shortages shall be jointly determined by Operator and Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operator only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

EXHIBIT "D"

To Operating Agreement Dated July 1, 1972
Between WESTRANS PETROLEUM CO., as Operator, and Others
Sublette County, Wyoming

Operator, at all times while conducting operations under this Agreement, shall comply with the Workmen's Compensation Laws of the State where the operations are being conducted, shall provide Employer's Liability Insurance coverage of not less than 100,000, and shall carry the following insurance:

1. Workmen's compensation and occupational disease insurance as required by the laws of the state or states in which operations will be conducted and employer's liability insurance with a limit of not less than \$100,000.
2. Comprehensive general public liability insurance with limits of not less than: \$100,000 applicable to bodily injury, sickness or death of any one person and \$300,000 for more than one person in any one accident, and \$100,000 for loss of or damage to property in any one accident.
3. Automobile public liability insurance covering all automotive equipment used in performance of work under this Agreement with limits of not less than: \$100,000 applicable to bodily injury, sickness or death of any one person and \$300,000 for more than one person in any one accident, and \$100,000 for loss of or damage to property in any one accident.

Operator shall charge the premiums for all such insurance to the joint account.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE, W-34961

RECORDED

INDEXED

ABSTRACTED

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That A. G. ANDRIKOPoulos, a single man

P. O. Box 788 - Cheyenne, Wyoming 82001

Assignor (whether one or more) for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME ADDRESS PER CENT

F. L. SHOGGIN

P. O. Box 9752

Denver, Colorado 80217

7/8 of 1% of 100%

RECORDED	INDEXED
7 MAR 6	10 73 9:20AM
IN BOOK 49	PAGE 196
FILED \$2.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

By *Hand of Assignor*

Being in all a total of an undivided Seven-Eighths of One Percent of One Hundred Percent

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 20: NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Section 21: S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

Containing 1080.00 acres, more or less.

WITNESS our hands this 7th day of September, 1972

Witnesses:

A. G. ANDRIKOPoulos, a single man

STATE OF WYOMING
COUNTY OF LARAMIE
ss.

On the 7th day of September, 1972, before me personally appeared A. G. ANDRIKOPoulos, a single man the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

Residing in Cheyenne, Wyoming 82001

July 15, 1975

My commission expires:

851

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 13, 1971, from Ruth E. O'Neil MacGregor, formerly Ruth E. O'Neil Witherspoon, as Lessor, to DEPCO, Inc., as Lessee, recorded in Book 46, Page 619 of the Oil & Gas Records of Sublette County, Wyoming, is owned by DEPCO, Inc.

in so far as it covers the following described land in Sublette County, Wyoming
to-wit:

Township 33 North, Range 113 West, 6th P.M.
 Section 3: Lots 3, 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 10: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 11: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
 Township 34 North, Range 113 West, 6th P.M.
 Section 15: W $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
 Section 22: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 34: E $\frac{1}{2}$ SW $\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, xx
I, Joan R. Wilhite, Administratrix of the Estate of the above named Lessor

WE, ~~SAKXKXKX~~, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto DEPCO, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
ESTATE OF Ruth Elizabeth MacGregor, Deceased		\$175.64

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 28th day of February, 1973

Joan R. Wilhite, Administratrix

(SEAL)

(Sent.)

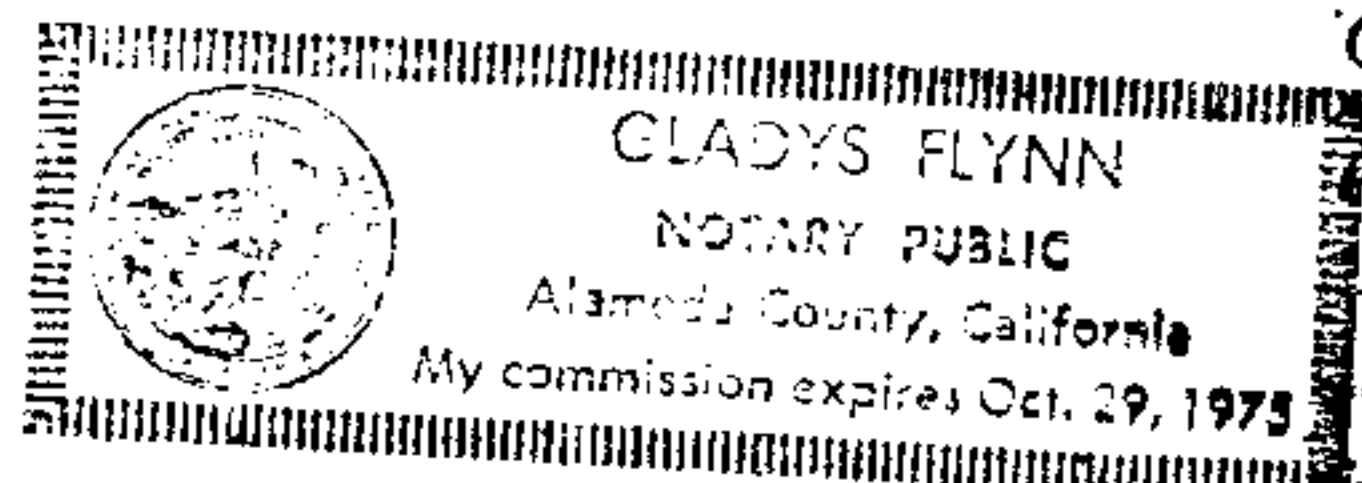
(Sfard et al.)

State of California
County of ALAMEDA

} ss

— ACKNOWLEDGMENT—General—

On this 28th day of February A. D. 1973, before me,
GLADYS FLYNN
County and State, residing therein, duly commissioned and sworn, personally ap-
peared JOAN R. WHITE



known to me to be the person whose name is subscribed to the
within Instrument, and acknowledged to me that she executed the same.
In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this Certificate first above written.

Gladys Flynn
Notary Public in and for said County and State of California
My Commission Expires Oct. 29, 1975

Form GA — Sam Hopkins Legal Forms Printing Service, 2328 Fruitvale Ave., Oakland, Calif.

-135251

RECORDED	March 7	1973	9:00 A M
IN BOOK	49	Old & New	PAGE 178
FEES \$	3 ⁵⁰	June R Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Sue F. Drake Deputy

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
UNITED STATES OIL AND GAS LEASE W-37416
DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE,

1122 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80203
Assignor (whether one or more), for the sum of Ten Dollars (\$10.00) and
other good and valuable consideration, the receipt of which is hereby
acknowledged, does hereby convey, transfer, assign and deliver without
warranty, express or implied, overriding royalty unto the following parties
in the amounts shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
ROBERT E. SKINNER	P. O. Box 437 Wheatridge, Colorado 80033	1%

being in all a total of an undivided One Percent (1%) overriding royalty
on all of the oil, gas and other hydrocarbon substances that may be produced
saved and marketed from the following described lands situated in Sublette
County, State of Wyoming, under the above designated oil and gas
lease and any extension or renewal thereof, to wit:

Township 28 North, Range 104 West, 6th P.M.

Section 3: Lot 1

Section 4: E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 10: NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 19: Lots 1, 2, 3, 4

Section 30: Lots 1, 2, 3, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 29: N $\frac{1}{2}$ SW $\frac{1}{4}$

Containing 832.13 acres, more or
less.

WITNESS our hands this 13th day of February, 1973.

-135331

HUSKY OIL COMPANY OF DELAWARE

By: A.V. Robertson Coe
Attorney-in-Fact

RECORDED March 13 1973 9:04 AM
IN BOOK 49 Oil & Gas PAGE 201
SEEN 9:25 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

By Lisa L. Gabe Deputy
STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of February
19 73, by A.V. Robertson Coe, Attorney-in-Fact for Husky Oil Company of
Delaware.

Witness my hand and official seal.

Don M. Hyatt
Notary Public

My commission expires: February 5, 1975

Power of Attorney has previously been filed in the Land Office in which this lease
offer is filed. Please see file Cheyenne 068896. Power is in the limited form
specified in Reg. 43 CFR 3123.2(d)(2) and is still in effect. There is no agree-
ment or understanding, either oral or written, by which the attorney-in-fact or
any other person has received or is to receive any interest in the lease when
issued, including royalty interest or interest in any operating agreement.

Husky Oil Company of Delaware is a Delaware corporation and is qualified to hold
Federal oil and gas leases. See Bureau of Land Management file C-0124518.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-37417DISTRICT LAND OFFICE Cheyenne, WyomingKNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE,1122 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80203

Assignor (whether one or more), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
ROBERT E. SKINNER	P.O. Box 437 Wheatridge, Colorado 80033	1%

being in all a total of an undivided One Percent (1%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 28 North, Range 103 West, 6th P.M.Section 4: Lots 1, 2, 3, 4, S $\frac{1}{2}$ Section 5: Lots 1, 2, 3, 4, SE $\frac{1}{4}$

Section 10: All

Section 11: All

Section 12: N $\frac{1}{2}$, S $\frac{1}{2}$ S $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 2543.32 acres, more or less.

WITNESS our hands this 13th day of February, 1973.

-135332

RECORDED March 13, 1973 8:00 A.M.
IN BOOK 49 Oil & Gas PAGE 202
FEES 2.00 - am R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Paul J. Updegraff Deputy

HUSKY OIL COMPANY OF DELAWARE

By:

A. V. Robertson Coe
Attorney-in-Fact

STATE OF COLORADOCOUNTY OF DENVER

) SS

The foregoing instrument was acknowledged before me this 13th day of February 1973, by A.V. Robertson Coe, Attorney-in-Fact for Husky Oil Company of Delaware.

Witness my hand and official seal.

Don M. Hyatt
Notary Public

My commission expires: February 5, 1975

Power of Attorney has previously been filed in the Land Office in which this lease offer is filed. Please see file Cheyenne 068896. Power is in the limited form specified in Reg. 43 CFR 3123.2(d)(2) and is still in effect. There is no agreement or understanding, either oral or written, by which the attorney-in-fact or any other person has received or is to receive any interest in the lease when issued, including royalty interest or interest in any operating agreement.

Husky Oil Company of Delaware is a Delaware corporation and is qualified to hold Federal oil and gas leases. See Bureau of Land Management file C-0124518.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. USA W-36884

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:
WHEREAS, the undersigned, Gerald B. Eckley
by virtue of an agreement or assignment dated the 2nd day of March, 19 73, between
Gerald B. Eckley and Martin J. Freedman
and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming
is the owner of an overriding royalty of Two per cent (2 %) of all oil, gas, casinghead gas, and other
hydrocarbon substances which may be produced and saved from the following described lands situated in the County of
Sublette, State of Wyoming, to-wit:

Township 37 North, Range 111 West, 6th P.M.

Section 30: Lots 1-4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Section 31: Lots 1-4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Township 37 North, Range 112 West, 6th P.M.

Section 25: All

Section 36: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Containing 2,478.20 acres, m/l.

155336

RECORDED	<u>March 14</u>	19 <u>73</u> 9:00 A.M.
IN BOOK	<u>49 Oil + Gas</u>	PAGE <u>203</u>
FEES \$	<u>3.00</u>	<u>audie R. Clark</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

By Lawrence J. Clark, Deputy

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing
Cheyenne, Wyoming Land Office Serial No. USA W-36884

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other goods and valuable considerations in hand paid by Martin J. Freedman of Denver, Colorado, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Gerald B. Eckley, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee all (Two Percent) (2 %) of the aforementioned overriding royalty, and being Two per cent (2 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, his heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 2nd day of March, 1973
WITNESS:

x Gerald B. Eckley
GERALD B. ECKLEY

STATE OF Colorado
COUNTY OF Denver

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd
day of March, 1973, personally appeared Gerald B. Eckley

and _____, to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires June 15, 1974

Mr. James McTulley
Notary Public.

STATE OF _____
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

Notary Public.

State of _____
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

My Commission expires _____

No. _____	FROM _____	TO _____	Dated _____, 19____	No. Acres _____	County _____	City _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____	Deputy _____	When recorded return to _____
-----------	------------	----------	---------------------	-----------------	--------------	------------	--	--------------------	--------------	-------------------------------

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. USA W-35969

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:
WHEREAS, the undersigned, Gerald B. Eckley
by virtue of an agreement or assignment dated the 14th day of August, 1972, between
Gerald B. Eckley and Martin J. Freedman
and recorded in the Office of the County Clerk of the County of _____, State of _____,
is the owner of an overriding royalty of TWO per cent (2%) of all oil, gas, casinghead gas, and other
hydrocarbon substances which may be produced and saved from the following described lands situated in the County of
Sublette, State of Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.

Section 23: SE $\frac{1}{4}$
Section 25: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Sublette County, Wyoming, containing 200 acres, m/1.

135337

RECORDED	<u>March 14</u>	19 <u>73</u> <u>9:00 A</u> M
IN BOOK	<u>49 Oil & Gas</u>	PAGE <u>205</u>
FEES	<u>3.00</u>	<u>Ann Clark</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

By David G. Gabe Deputy

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing
Cheyenne, Wyoming Land Office Serial No. W-35969

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00)
and other goods and valuable considerations in hand paid by Martin J. Freedman
of Denver, Colorado, hereinafter called "Assignee," the receipt and sufficiency of
which is hereby acknowledged by Gerald B. Eckley, hereinafter
called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and
convey unto Assignee all (all) of the aforementioned overriding royalty,
and being two per cent (2%) of all oil, gas, casinghead gas, and other
hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the
terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, his heirs, personal representatives, successors, and assigns, subject,
however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly
vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and
assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear
of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and
demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 19th day of September, 1972.
WITNESS:

X Gerald B. Eckley
Gerald B. Eckley

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19____, personally appeared _____

and _____
_____ to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

Notary Public.

STATE OF Colorado
COUNTY OF Denver } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th
day of September, 19 72, personally appeared Gerald B. Eckley

and _____
_____ to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 6-15-74
M. Jeanne McMillan
Notary Public.

State of _____
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.
(SEAL) _____
Notary Public.
My Commission expires _____

No. _____	FROM _____	TO _____	Dated _____ 19____	No. Acres _____	County _____	Term _____
This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.						
By _____			County Clerk.		Deputy.	
When recorded return to _____						

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. W-35402

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:
WHEREAS, the undersigned, Ross Teitelbaum
by virtue of an agreement or assignment dated the 1st day of August, 1972, between
Bureau of Land Management and Ross Teitelbaum
and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming
is the owner of an overriding royalty of Two per cent (2 %) of all oil, gas, casinghead gas, and other
hydrocarbon substances which may be produced and saved from the following described lands situated in the County of
Sublette, State of Wyoming, to-wit:

Township 34 North, Range 111 West, 6th P.M.
Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 9: SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$

Township 35 North, Range 112 West, 6th P.M.
Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 200 acres, more or less.

Sublette County, Wyoming

135338

RECORDED <u>March 14</u>	19 <u>73</u> <u>9:00</u> A.M.
IN BOOK <u>49 Oil & Gas</u>	PAGE <u>207</u>
FEES <u>\$ 3.00</u> <u>Anna R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

My Louis J. Lyake Deputy

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing
Cheyenne, Wyoming Land Office Serial No. W-35402

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00)
and other goods and valuable considerations in hand paid by Martin J. Freedman
of Denver, Colorado, hereinafter called "Assignee," the receipt and sufficiency of
which is hereby acknowledged by Ross Teitelbaum, hereinafter
called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and
convey unto Assignee ALL (2%) of the aforementioned overriding royalty,
and being Two per cent (2 %) of all oil, gas, casinghead gas, and other
hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the
terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, his heirs, personal representatives, successors, and assigns, subject,
however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly
vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and
assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear
of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and
demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 1st day of August, 19 72
WITNESS:

X Ross Teitelbaum
ROSS TEITELBAUM

STATE OF Colorado
COUNTY OF Denver

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st
day of August, 19 72, personally appeared Ross Teitelbaum

and _____, to me known to be the identical person_____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 6-15-74 _____
Notary Public.

STATE OF _____
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19 _____, personally appeared _____

and _____, to me known to be the identical person_____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____
Notary Public.

State of _____
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19 _____
(SEAL) _____
Notary Public.

My Commission expires _____

No. _____	FROM	TC	Dated _____ 19 _____	No. Acres _____	Term _____	This instrument was filed for record on the _____ day of _____ 19 _____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____ Deputy _____	When recorded return to _____
-----------	------	----	----------------------	-----------------	------------	---	---------------------------------	-------------------------------

This assignment is submitted in lieu of assignment dated January 15, 1971 recorded February 25, 1971, Book 460, Page 477. ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-22751-A
DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming, 5353 So. Dayton, Englewood, Colo. 80110 & Kenneth F. Cummings, 2949 So. Detroit Way, Denver, Colorado 80210 Assignor (whether one or more), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
A. W. Fleming, Trustee under Trust dated 5/1/70 for the benefit of Sharon Ann Cummings	5353 South Dayton Englewood, Colorado 80110	1 1/2%
Douglas J. Swanson, Trustee under Trusts dated 5/1/70 for the benefit of Cynthia Gay Fleming & Lori Beth Fleming	288 Lincoln Tower Building Denver, Colorado 80203	1 1/2%
being in all a total of an undivided Three Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:		

Township 27 North, Range 107 West, 6th P.M.
Section 29: All
Section 33: All

containing 1280.00 acres, more or less.

Together with all rights of reassignment as contained in any previous reassignment. WITNESS our hands this 7th day of March, 1973.

A. W. Fleming
A. W. Fleming
Kenneth F. Cummings
Kenneth F. Cummings

STATE OF COLORADO) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of March, 1973, by A. W. Fleming & Kenneth F. Cummings. Witness my hand and official seal.

U. L. Bolun
Notary Public

My commission expires August 4, 1974

STATE OF) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ as _____ of _____, a corporation, on behalf of said corporation. Witness my hand and official seal.

Notary Public - 135380

My commission expires _____

RECORDED	March 19	19 73	9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE	209
FEES \$	2.00	and Clerk	COUNTY CLERK
SUBLETTE COUNTY, PINESDALE, WYOMING			

By Linda Drake Deputy

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, CHANDLER & ASSOCIATES, INC., of 1401 Denver Club Building, Denver, Colorado 80202, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto BELCO PETROLEUM CORPORATION, of 630 Third Avenue, New York, New York 10017, hereinafter referred to as "Assignee", an undivided one-half interest in and to the following oil and gas lease:

Oil and Gas Lease dated April 7, 1969, from Viola McGinnis Pavlisin (formerly Viola McGinnis, also known as Mrs. Frank R. McGinnis) and Max Pavlisin, Lessors, of 1017 Beech Avenue, Kemmerer, Wyoming, to Belco Petroleum Corporation, Lessee, of 630 Third Avenue, New York, New York 10017, recorded in Book 42 O&G, Page 441, insofar as said lease covers the lands described as follows:

Township 28 North, Range 112 West, 6th P.M.
Sublette County, Wyoming
Section 15: N $\frac{1}{2}$ N $\frac{1}{2}$

containing 160.00 acres more or less.

This assignment is made without warranties either express or implied.

IN WITNESS WHEREOF, this instrument is executed this

29th day of September, 1972.

ATTEST:

CHANDLER & ASSOCIATES, INC.

Hubert L. White
Secretary

Jim S. Cook
Vice President *JWC*

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of September, 1972, by JIM S. COOK as Vice President and by HUBERT L. WHITE as Secretary for CHANDLER & ASSOCIATES, INC.

Witness my hand and official seal.

Commission Expires

Linda M. Howell
Notary Public

135381	RECORDED March 19 1973 9:55 AM
IN BOOK 49 Oil & Gas	PAGE 210
FEE \$	ANNE COLEMAN, COUNTY CLERK
	SUBLETTE COUNTY CLERK

By: Jim S. Cook

9-29-72

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated February 11, 1971, from
H Bar C Ranches, Inc., Kaysville, Utah 84037, as Lessors,
 to DEPCO, Inc., Denver, Colorado 80202, of Lessee, recorded in Book 46, Page 511
 of the Oil & Gas Records of Sublette County, Wyoming, is owned by
DEPCO, Inc.

in so far as it covers the following described land in Sublette County, Wyoming
 to-wit:
Township 34 North, Range 113 West, 6th P.M.
Section 19: Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 20: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$
Section 30: Lots 1, 2, 3, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$
Section 31: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 32: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Township 33 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Township 34 North, Range 114 West, 6th P.M.
Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 26: W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, we

H Bar C Ranches, Inc., and Steven O. Ness and Beth K. Ness (spouse.)

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto DEPCO, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
H Bar C Ranches, Inc.	Kaysville, Utah 84037	\$604.73
Steven O. Ness	#12 Vista Road Englewood, Colorado 80110	604.73

135382
 RECORDED March 19 19 73 9:02 A.M.
 IN BOOK 49 Oil & Gas PAGE 211
 FEES \$ 4.25 Ann Clark
 SUBLETTE COUNTY, PINEDALE, WYOMING
Big Linn & Epake Deputy

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 3rd day of MARCH, 19 73.

ATTEST:

H Bar C Ranches, Inc. (SEAL)

Clover J. Sanders, Secretary

By: N.V. "Red" Sanders, President (SEAL)

Steven O. Ness (SEAL)

O. _____, 19____, before me personally appeared _____

22

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written:

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF Colorado
COUNTY OF Denver } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On March 7, 1973, before me personally appeared _____

Therese O. Hoss and Betty K. Hoss

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written:

My Commission Expires: _____
My Commission expires July 12, 1975

Notary Public
Residing at: Denver, Colo.

STATE OF _____
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written:

My Commission Expires: _____

Notary Public
Residing at: _____

No

FROM

TO

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____

County of _____

ss:

This instrument was filed for record on the

_____ day of _____, 19____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of

the records of this office.

Register of Deeds.

By _____

When recorded, return to _____

STATE OF _____
COUNTY OF _____ } ss

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally came the above named _____

(who being by me duly sworn, did say that he is the _____

President of _____

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation; and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
Residing at: _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS

That WHEREAS, certain oil and gas lease, dated February 11, 1971, from H Bar C Ranches, Inc., Kaysville, Utah 84037, as Lessors, to DEPCO, Inc., Denver, Colorado 80202, as Lessee, recorded in Book 46, Page 213 of the Oil & Gas Records of Sublette County, Wyoming, is owned by DEPCO, Inc.

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 19: Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 20: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$
Section 30: Lots 1,2,3, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$
Section 31: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 32: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Township 33 North, Range 113 West, 6th P.M.
Section 5: Lots 2,3, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Township 34 North, Range 114 West, 6th P.M.
Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 26: W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, we H Bar C Ranches, Inc., and Steven O. Ness and Beth K. Ness (spouse)

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto DEPCO, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
H Bar C Ranches, Inc.	Kaysville, Utah 84037	\$604.73
Steven O. Ness	#12 Vista Road Englewood, Colorado 80110	604.73

135383

RECORDED March 19 19 73 9:00 AM

IN BOOK 49 Oil & Gas PAGE 213

FEES \$ 4.25 Aune R Clark COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Sam J. Clark Deputy

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 7th day of March, 19 73

ATTEST: Clover J. Sanders, Secretary
H Bar C Ranches, Inc. (SEAL)
By: N.V. "Red" Sanders, President (SEAL)
Steven O. Ness (SEAL)

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF _____ } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
COUNTY OF _____ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF _____ } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
COUNTY OF _____ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at: _____

No. _____	FROM _____	TO _____	Date _____, 19____	Section _____	Twp. _____	Rge. _____	No. of Acres _____	Term _____	County _____	STATE OF _____ } ss	County of _____	This instrument was filed for record on the _____ day of _____, 19____	at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.	By _____ Register of Deeds.	When recorded, return to _____
-----------	------------	----------	--------------------	---------------	------------	------------	--------------------	------------	--------------	---------------------	-----------------	--	--	-----------------------------	--------------------------------

STATE OF Utah } ss CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,
COUNTY OF Davis } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
On March 12, 1973, before me personally came the above named _____
W. V. Summers (who being by me duly sworn, did say that he is the _____
President of W. H. B. Co. Builders Inc.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: Oct 4 1973

Alan W. Hill
Notary Public
Residing at: Rayville, Utah

DESIGNATION OF DEPOSITORY

KNOW ALL MEN BY THESE PRESENTS, That:

The undersigned hereby designates the United Bank of Denver State of Colorado as an alternate depository and the depository preferred by the undersigned for the purpose of receiving any rentals which may hereafter become payable to the undersigned under the terms of that certain oil and gas lease dated February 11, 1971, from H Bar C Ranches, Inc.

as Lessor, to DEPCO, Inc. as Lessee, recorded April 7, 1971, in Book 460&G, at Page 559 of the records of Sublette County, State of Wyoming, insofar as said lease covers the following described lands located in said county, to wit:

- | | |
|--|---|
| <u>Township 34 North, Range 113 West, 6th P.M.</u> | |
| Section 19: Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ | <u>Township 33 North, Range 113 West, 6th P.M.</u> |
| Section 20: SW $\frac{1}{4}$ SW $\frac{1}{4}$ | Section 5: Lots 2,3, SW $\frac{1}{4}$ NE $\frac{1}{4}$ |
| Section 29: W $\frac{1}{2}$ | <u>Township 34 North, Range 114 West, 6th P.M.</u> |
| Section 30: Lots 1,2,3, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ | Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ |
| Section 31: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ | Section 26: W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ |
| Section 32: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ | |

The undersigned requests that any such rentals be paid to the above named bank for the credit of the undersigned, but in making this designation the undersigned recognizes the right of the lessee or lessee's agents, successors or assigns to pay or tender such rentals to any depository originally named in said lease or named in any designation or change of depository heretofore executed affecting the interest of the undersigned. If such rentals are paid or tendered to any such depository or to the depository hereinabove named, the validity and full force and effect of said lease shall never be questioned by the undersigned on the ground that rentals were paid or tendered to an improper depository.

The undersigned hereby acknowledges the proper and timely payment and receipt in full of all payments of delay rentals heretofore payable under the provisions of said lease with respect to the undersigned's interest in the above described lands. For the purpose of recognizing and acknowledging the validity of said lease, the undersigned does hereby grant, lease and let the undersigned's interest in the above described lands to the present owner of the lessee's interest in said lease upon the same terms, conditions and provisions as are contained in said lease and in any amendments thereto heretofore executed by the undersigned or by any predecessor in title of the undersigned. For such purpose the undersigned hereby releases and waives all rights of dower and/or homestead in the above described lands.

This instrument shall be binding upon the undersigned and all successors of the undersigned.

EXECUTED this 3rd day of MARCH, 1973.

Steven O. Ness
Steven O. Ness
Beth K. Ness
Spouse

ACKNOWLEDGMENT
STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 3rd day of February MARCH, 1973, by Steven O. Ness and Beth K. Ness

Witness my hand and official seal.

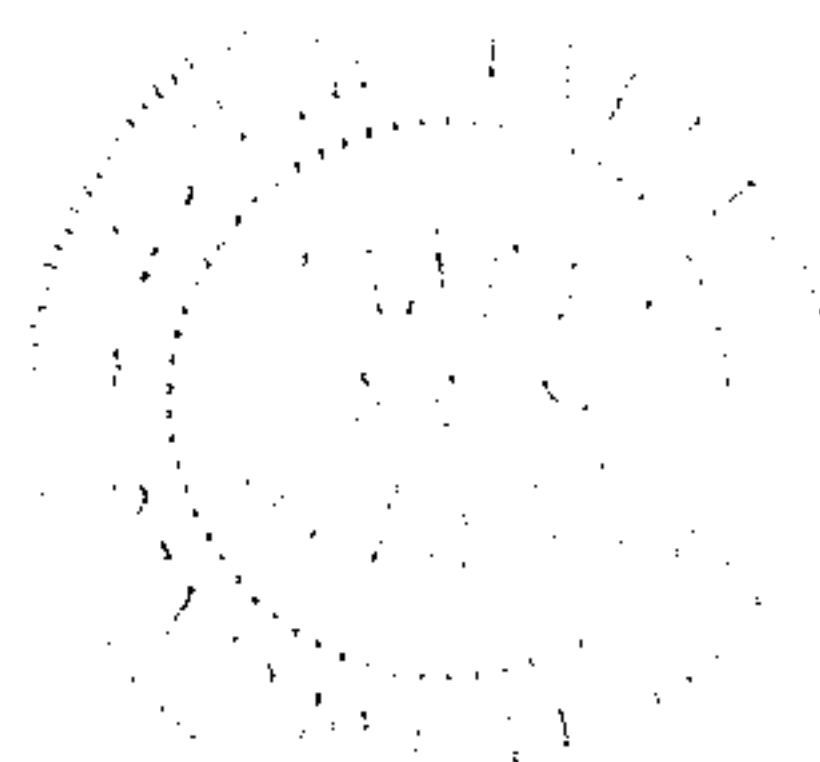
William R. Ness
Notary Public

My Commission expires July 12, 1975
My commission expires:

-216-84

RECORDED	March 19	19 73	9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE	215
FEES \$3.00	anne R Clark	COUNTY CLERK	
SUBLETTIE COUNTY, PINEDALE, WYOMING			

By Lisa J. Drake Deputy



OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th day of September, 1972, by and between
Noall Z. Tanner and Helene A. Tanner, husband and wife,
Box 355, Layton, Utah 84041

....., party of the first part, hereinafter called lessor, (whether one or more) and Ed Shepardson, Capitol Life Center,
Denver, Colorado 80203, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more Dollars,
in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein
contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drill-
ing and mining for and producing oil, gas, casinghead gas, and ~~minerals~~, laying pipe lines, building tanks, power sta-
tions, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, ~~and~~
~~the following described land in~~ Sublette County, State of Wyoming, to-wit:
TOWNSHIP 30 NORTH, RANGE 106 WEST, 6th P.M. TOWNSHIP 31 NORTH, RANGE 106 WEST, 6th P.M.
Section 4: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 22: W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
TOWNSHIP 31 NORTH, RANGE 105 WEST, 6th P.M. Section 25: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 19: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 30: Lots 1, 2, 3, 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 27: NW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 31: Lot 1, West 1180 feet of NE $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 1289.33 acres, more or less.
TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date
(called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or
as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from
such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its
wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises, or at the lessee's option, may
pay to the lessor for such one-eighth ($\frac{1}{8}$) royalty the market price for oil of like grade and gravity prevailing in the field where
produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth ($\frac{1}{8}$) of the proceeds from the sale of the gas, as such, for gas from
wells where gas only is found, and where not used or sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each
such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of
charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by
making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any
other product a royalty of one-eighth ($\frac{1}{8}$) of the market value, at the mouth of the well, payable monthly at the prevailing
market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this
date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender
to the lessor or for the lessor's credit in First National Bank of Layton Bank at Layton,

Utah 84041 or its successor or successors, which bank and its successors are lessor's agents and which shall continue
as the depository regardless of changes in the ownership of the land, the sum of One Thousand Two Hundred Eighty Nine & 33/100

Dollars
which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well
one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling
of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood
and agreed that the consideration first recited herein covers not only the privileges granted to the date when the second rental
is payable as aforesaid, but also the lessee's option of extending that period as aforesaid. All payments or tenders may be
made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee
may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the
above-described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as
to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered
herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the
payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators
of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a
dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the
next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount
above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner
and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein,
then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to
the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except
water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 500 feet to the house or barn now on said premises, without the written consent of the
lessor.

Lessee shall pay for damages caused by its operations ~~to growing crops~~ on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee
on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the
right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in
paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the
term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed),
the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership
in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished
with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee
shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assign-
ment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be
developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among
and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire
leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land
covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks.
It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands,
and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the
rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far
as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said
rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold
payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee
to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their
respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other
lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any govern-
mental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement
and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, con-
ditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and
development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development

See EXHIBIT "A" attached to and made a part hereof and signed for identification.

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to above named lessors one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Noell Z. Tanner
Noell Z. Tanner

Helene M. Tanner
Helene M. Tanner

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF UTAH
County of GRAND } ss.

On this 23 day of March, 19 73, before me personally appeared Noell Z. Tanner and Helene M. Tanner, 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 seal this 23 day of March, 19 73.

My Commission Expires 4-22-74

A. J. Helling
Notary Public

COLORADO ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and official seal.

My Commission Expires _____ Notary Public

P. O. _____

When recorded return to

By _____ Deputy.

County Clerk—Register of Deeds.

in Book _____ Page _____ of the records of this office.

at _____ o'clock _____ M., and duly recorded

day of _____ 19____

This instrument was filed for record on

State of _____ County _____ ss.

TO

FROM

OIL AND GAS LEASE

No. _____

"EXHIBIT A"

Anything to the contrary contained herein, notwithstanding, it is expressly understood and agreed that Lessee, or his assigns, shall consult with Lessor prior to the conduction of any exploration activities to mutually determine and designate routes of ingress and egress to and from drill sites or other exploration or production locations selected by Lessee or his assigns. Lessee further agrees to close all gates and install cattle guards at Lessee's expense when requested to do so by Lessor. No exploration activities will be conducted on meadowlands during the summer months without written consent of Lessor first had and obtained. For the purpose of this "Exhibit A", "Summer Months" are defined as being the months of May through October.

Lessee agrees that he will cap all drill holes that may be drilled on the leased premises in such a manner as not to constitute a hazard to livestock and Lessee further agrees that immediately following drilling or other exploration activities he will restore surface of lands damaged as nearly as possible to original condition. Lessee acknowledges that this lease does not authorize Lessee, his agents, representatives, assigns or others working on his behalf to fish or hunt on any of the leased premises.

Paragraph 14 is deleted in its entirety and the following language substituted in its place:

"Lessor is leasing only such title to the oil and gas and leased substances as he may now have or hereafter acquire and agrees that he will, at the expense of Lessee, defend the title to the lands herein described. Lessor further agrees that the Lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder."

Ed Shepherd

Howell & Tammes
Howard W. Tammes

235485

LESSEE

LESSOR

RECORDED	March 27 1973 9:30 AM
IN BOOK	48 Oil & Gas PAGE 217
FEES \$5.00	anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	
<i>By Lisa J. Drake Deputy</i>	

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form Approved
BUREAU OF LAND MANAGEMENT

Office WYOMING

Serial No. 324728
0324728

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
~~MEX~~
1. ~~MEX~~

ANZAC JACOBS

(First Name, Middle Initial, Last Name)

739 E. Main Street

(Number and Street)

Ventura, California

(City and State)

2. Land requested: State Wyoming County Sublette T. 29 N : R. 106 W. 6th P Meridian

Sec. 1, S₁N₂, S₂

Sec. 2, S₁N₂

Total Area 640.00 Acres

3. Land included in lease: State Wyoming County Sublette T. 29 N : R. 106 W. 6th P Meridian

This lease embraces the area and the land described in item 2.

The rental retained is the rental amount shown in item 4.

(Offeror does not fill in this block)

Total Area

Acres Rental retained \$

4. Amount remitted: Filing fee \$10, Rental \$ 320, Total \$ 330

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born YES Naturalised Corporation or other entity (specify what kind):

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☐ is ☒ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 8 of the Special Instructions.)

SEE LETTER ATTACHED

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this 14th day of April, 19 66.

(Lessee signature)

(Lessee signature)

This form is submitted in lieu of official form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer.

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

MAY 3 1966

(Date)

Effective date of lease

JUN 1 1966

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 3 OF GENERAL INSTRUCTIONS

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are not made for sale or for other than official use.

PARTY IN INTEREST STATEMENT

TO: United States Department of the Interior
Bureau of Land Management

RECEIVED
LAND OFFICE
CHEYENNE, WYOMING

Serial No. 0324729

/x/ If there are other parties in interest in this oil and gas lease offer, application, or bid, their names and the nature and extent of their interests herein are set out as follows, including a statement as to the nature of any agreement between them, if oral, and a copy of such agreement, if written:

Pursuant to verbal agreement and understanding between the undersigned parties hereto, Offeror has agreed to assign a 1% overriding royalty (1/2 of 1% of 100% each) interest to Robert E. Skinner and Michael P. Barnard for geological services rendered.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, and the owner of not to exceed 246,080 chargeable acres of Federal oil and gas leases in the same state.

This certificate is given in the full knowledge that 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statement or representation as to any matters within its jurisdiction.

Executed this 14th day of April 1966.

James Jacobs
OFFEROR

Michael P. Barnard

135504

RECORDED	March 28 1973 9:00 AM
IN BOOK	49 Oil & Gas PAGE 220
FEES \$4.00	James R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

By Land & Gas, Deputy

Robert E. Skinner
P. O. Box 630
Thousand Oaks, Calif.
91360

BLANKET RELEASE OF OIL AND GAS LEASES

Sublette County, State of Wyoming

GULF OIL CORPORATION, acting through GULF OIL COMPANY - U. S., a division of GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Oklahoma 73102, does hereby release, relinquish, and surrender the oil and gas mining leases located in the above named County and State, and described in the Schedule of Leases hereto annexed and made a part hereof insofar as they cover the land described in said Schedule of Leases.

DATED this 23rd day of March, 1973.

135524

GULF OIL CORPORATION

RECORDED March 29 19 73 File A
 IN BOOK 49 Oil & Gas PAGE 223
 FEES \$ 3.50 Ann R. Clark COUNTY CLERK
 SUBLETTE COUNTY PINEDALE, WYOMING
By Fred J. Gage Deputy

By P. A. Weirich Attorney in Fact

ACKNOWLEDGMENT—ATTORNEY IN FACT

WYOMING

STATE OF OKLAHOMA)
) SS
 COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by P. A. Weirich, Attorney in Fact for Gulf Oil Corporation, this 23rd day of March, 19 73.

Witness my hand and official seal.

C. A. Cattell
 Notary Public

My commission expires 1-20-75

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is Attorney in Fact of GULF OIL CORPORATION, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, 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.

WITNESS my hand and official seal the day and year last above written.

Notary Public

My commission expires _____

ACKNOWLEDGMENT—ATTORNEY IN FACT

STATE OF OKLAHOMA)
) SS
 COUNTY OF OKLAHOMA)

Arkansas

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and

State, personally appeared _____, who acknowledged himself to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and that he, as such Attorney in Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney in Fact.

WITNESS my hand and official seal the day and year above written.

Notary Public

My commission expires _____

Sublette

County, State of

Wyoming

Description

Lease No. 2-01266-00

SEE BELOW

Date December 10, 1962

Lessor Claude E. Berrong, et ux

Lessee Gulf Oil Corporation

Recorded - Book 35 O&G Page 209

Section 32: SW/4 SE/4, SE/4 SW/4. Township 30 North, Range 112 West, 6th P.M. Section 5: 103 and that portion of SW/4 NE/4 commencing at the quarter section corner in the boundary lines between Secs. 4 & 5; thence North 64°42' West 22 chains, 46 links to the place of beginning, the initial point. Running thence N. 11 chains 40 links. Thence N. 87° W, 6 chains. Thence S. 6 chains & 60 links; thence S. 62°36' E. 6 chains 70 links to beginning.

and containing 126.09 acres, more or less.

Lease No. 2-01266-01

Same as above

Date December 10, 1962

Lessor J. F. Shipley, et ux

Lessee Gulf Oil Corporation

Recorded - Book 35 O&G Page 207

Lease No. 2-01266-02

Same as above

Date December 10, 1962

Lessor Geneva Sherman

Lessee Gulf Oil Corporation

Recorded - Book 35 O&G Page 487

* * * * *

Lease No.

Date

Lessor

Lessee

Recorded - Book

Page

Lease No.

Date

Lessor

Lessee

Recorded - Book

Page

Lease No.

Date

Lessor

Lessee

Recorded - Book

Page

Lease No.

Date

Lessor

Lessee

Recorded - Book

Page

Lease No.

Date

Lessor

Lessee

Recorded - Book

Page

Lease No.

Date

Lessor

Lessee

Recorded - Book

Page

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, that I, MRS. BETTYE MULLENS, joined by my husband, V. I. MULLENS, of Omaha, Nebraska, as Assignor, hereinafter referred to as "Assignor", for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid by MRS. JUDITH MULLENS BURKE, of Omaha, Douglas County, Nebraska, hereinafter called "Assignee", the receipt of which is hereby acknowledged, have bargained, sold, assigned, and transferred and by these presents do hereby bargain, sell, assign, and transfer unto the Assignee all of my undivided interest in, to, and of, whatever oil, gas, and mineral leasehold interest and other rights and estates the Assignor owns or has title to, in, under, and by virtue of the following oil, gas, and mineral leases covering lands situated in Sublette County, Wyoming, such leases and the lands covered and affected thereby being more particularly described as follows:

1. E/2 SE/4 Section 2, T28N, R114W.
2. Lots 5 through 10 and 12 through 17 of Section 18, T28N, R113W 6th P.M. and SE/4 SE/4 of Section 31, T29N, R113W, 6th P.M.; per the terms of the unit agreement which was filed for record.
3. Lots 7 and 8 and S/2 NW/4 and SW/4 and SW/4 SE/4 Section 1, T28N, R114W, 6th P.M. Containing 340.76 acres per the terms of the unit agreement which was filed for record.
4. 7.5 acres located in the SW Corner of the SW/4, Section 1, T28N, R114W, 6th P.M.; per the terms of the unit agreement which was filed for record.
5. 32.50 acres out of Sections 2 and 12 T28N, R114W, 6th P.M.; per the terms of the unit agreement which was filed for record.
6. Lots 7 and 8 and S/2 NW/4 and SW/4 and SW/4 SE/4, Section 1, T28N, R114W, 6th P.M. containing 340.76 acres per the terms of the unit agreement which was filed for record.

7. E/2 SE/4 Section 2; S/2 NW/4 and E/2 SW/4 Section 12; NE/4 and E/2 SE/4 Section 13; T28N, R114W; SE/4 SW/4 and SW/4 SE/4 Section 31; T29N, R113W; all of above in 6th P.M. and containing 560 acres per the terms of the unit agreement which was filed for record.
8. W/2 NE/4 and SE/4 NE/4 and NE/4 SE/4 Section 12, T28N, R114W, 6th P.M.; per the terms of the unit agreement which was filed for record.
9. Lots 5-18, inclusive: W/2 SE/4 Section 18, T28N, R114W.

Reference is made to all of the aforesaid oil and gas leases and the record thereof in the office of the County Clerk of Sublette County, Wyoming, for a more particular description of the lands described in and embraced in the leases.

And for the same consideration, the Assignor hereby does hereby grant, sell, assign, and convey unto the Assignee all of her undivided interest in and to, all and singular, the rights, titles, interests, and leasehold estates at this time or in the future acquired or owned by the Assignor in the lands, tenements, and hereditaments appertaining to the lands, leases, or leased premises under and by virtue of the aforesaid leases or any correction, amended or supplemental leases, extensions, renewals, contracts, unitization agreements, or instruments of any character now or in the future had or obtained in connection with the leases, leasehold estates, and premises, all, any, or any part thereof; together with her undivided interest in and to all personal property, fixtures, or improvements now or hereafter situated on or affixed to the property or any part thereof, and owned or used in the development and operation of the lands for oil, gas, or other minerals.

To have and to hold the aforesaid interests, rights, titles, and property unto the Assignee, her heirs, legal representatives, and assigns, subject to the terms and provisions of the leases, amendments, supplements, extensions, renewals, contracts, unitization agreements, or other instruments pertaining thereto.

And for the same consideration, the Assignor covenants with the Assignee that she is the lawful owner of the rights, interests, and privileges hereby assigned and that she has good right and authority to make this assignment, and that she has not heretofore assigned or conveyed them, and that except as hereinafter expressly set forth, she has not placed any encumbrance thereon.

IN WITNESS WHEREOF, the parties have hereunto set their hands
this 23 day of January, 1973.

Mrs. Bettye Mullens
Mrs. Bettye Mullens

V. I. Mullens
V. I. Mullens

State of Nebraska) ss.
Douglas County)

On this 23 day of January A.D. 1973, before me a Notary Public duly commissioned and qualified for and residing in said County, personally came Bettye Mullens and V. I. Mullens, her husband, to me known to be the identical persons whose names are affixed to the foregoing Assignment as Assignors and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above
written.



SYLVIA B. MYERS
GENERAL AGENT, State of Nebraska
 My Commission Expires
June 29, 1978

Sylvia B. Myers
Notary Public

My Notarial Commission expires

June 29, 1976.

135546

RECORDED <i>April 2</i>	1073 1015 4 12
IN BOOK <i>49 Oil & Gas</i>	PAGE <i>228</i>
FEE \$ <i>3.00</i>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

ASSIGNMENT *for Ed & Betty Ann Shepardson*

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby give, grant, assign, transfer and convey unto HUSKY OIL COMPANY OF DELAWARE, 1122 Lincoln Tower Building, Denver, Colorado, its successors and assigns, to have and to hold forever, all of their right, title and interest, in and to the following described oil and gas lease in Sublette County, Wyoming:

Oil and Gas Lease dated September 28, 1972, from Noall Z. Tanner and Helene A. Tanner, husband and wife, lessor, to Ed Shepardson, lessee, recorded in Book 49 Oil & Gas, Page 217, records of Sublette County, Wyoming, and covering:

TOWNSHIP 30 NORTH, RANGE 106 WEST, 6th P. M.
Section 4: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 31 NORTH, RANGE 105 WEST, 6th P. M.
Section 19: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 30: Lots 1, 2, 3, 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 31: Lot 1, West 1180 feet of NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 31 NORTH, RANGE 106 WEST, 6th P. M.
Section 22: W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 26: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27: NW $\frac{1}{4}$ NE $\frac{1}{4}$

containing 1289.33 acres, more or less.

This assignment is made and accepted without covenants of warranty whatsoever.

EXECUTED THIS 30th day of March, 1973.

Ed Shepardson
Ed Shepardson

Betty Ann Shepardson
Betty Ann Shepardson

STATE OF COLORADO)
ss.
COUNTY OF DENVER)

The within and foregoing instrument was acknowledged before me this 30th day of March, 1973, by Ed Shepardson and Betty Ann Shepardson, his wife.

W. R. [Signature]
Notary Public

My commission expires:

July 2, 1973

OIL AND GAS LEASE

229

AGREEMENT, Made and entered into this 7th day of March, 1973, by and between T. S. Taliaferro, III, and Myra Taliaferro, husband and wife; Edward L. Taliaferro and Elva A. Taliaferro, husband and wife. of Box 441, Green River, Wyoming 82935, party of the first part, hereinafter called lessor, (whether one or more) and Ed Shepardson, Capitol Life Center, Denver, Colorado 80203, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more - - - - - Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in SUBLETTE County, State of COLORADO to-wit:

TOWNSHIP 29 NORTH, RANGE 105 WEST, 6TH P.M. TOWNSHIP 30 NORTH, RANGE 105 WEST, 6TH P.M.

Section 5: That part of Lots 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of center thread of Big Sandy Creek.

Section 32: That part of SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of center thread of Big Sandy Creek.

Section 18: That part of E $\frac{1}{2}$ E $\frac{1}{2}$ lying West of center thread of Big Sandy Creek.

Containing 225.68 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth ($\frac{1}{8}$) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.
2. The lessee shall pay lessor, as royalty, one-eighth ($\frac{1}{8}$) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth ($\frac{1}{8}$) of the market value, at the mouth of the well, payable monthly at the prevailing market price.
4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in STATE BANK OF GREEN RIVER Bank at Green River Wyoming 82935 or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of * * * * * Two Hundred Twenty Five and 68/100 * * * * *

which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when the second rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above-described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to above named lessors one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Myra Taliaferro
Myra Taliaferro
Elva A. Taliaferro
Elva A. Taliaferro

T.S. Taliaferro, III.
T.S. Taliaferro, III.
Edward L. Taliaferro
Edward L. Taliaferro

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF WYOMING
County of SWEETWATER } ss.

On this 27th day of March, 19 73, before me personally appeared T.S. Taliaferro, III,
and Myra Taliaferro, 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 seal this 27th day of March, 19 73
My Commission Expires Sept. 24, 1975 Debillia Kandus
Notary Public

COLORADO ACKNOWLEDGMENT

STATE OF WYOMING
County of SWEETWATER } ss.

The foregoing instrument was acknowledged before me this 27th day of March, 19 73, by
Edward L. Taliaferro and Elva A. Taliaferro, husband and wife.

WITNESS my hand and official seal.
My Commission Expires Sept. 24, 1975 Debillia Kandus
Notary Public

P. O.

State of Wyoming } ss.
Debillia Kandus County
This instrument was filed for record on
2nd day of April, 19 73
at 10:15 o'clock, P. M., and duly recorded
in Book 49 of the records
of this office. Page 209
By Debillia Kandus Deputy
County Clerk—Register of Deeds.
When recorded return to

OIL AND GAS LEASE

No.

15557

FROM

TO

Township 35 North, Range 112 West, 6th P. M.
Section 13: E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

RECORDED *April 9* 1973 9:00 A.M.
IN BOOK *49 Oil & Gas* PAGE 231
FEES \$ *2.00* *anna R Clark* COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Philip E. Flanagan

23/

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
AND OPERATING AGREEMENT

THIS OPERATING AGREEMENT made and entered into as of the 7th day of May, 1971 by and between DAMSON PETROLEUM CORPORATION, 360 Madison Avenue, New York, New York 10017, and BELCO PETROLEUM CORPORATION, 630 Third Avenue, New York, New York 10017;

W I T N E S S E T H:

WHEREAS, Damson owns and holds an interest in the following described oil and gas leases covering lands in Sublette County, Wyoming:

Lease Number:	Evanston 024966
Lease Date:	August 1, 1949
Description:	Township 30 North, Range 113 West, 6th PM Section 23: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Containing 280.00 acres, more or less
Lease Number:	Evanston 024966-A
Lease Date:	August 1, 1949
Description:	Township 30 North, Range 113 West, 6th PM Section 23: NW $\frac{1}{4}$ NW $\frac{1}{4}$ Containing 40.00 acres, more or less

WHEREAS, the parties are now desirous of entering into an agreement covering the above described lands upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, it is hereby mutually agreed as follows, with respect to said leases:

1. Rights Granted: Damson hereby assigns, grants and conveys to Belco an overriding royalty interest of Thirty-two and one-half percent of one-eighth of eight-eighths (32.50% of 1/8th of 8/8ths) in all oil and gas produced and sold if average daily production is more than twenty-five (25) barrels; if less than twenty-five (25) barrels, the overriding royalty interest is Thirty-two and one-half percent of one-sixteenth of eight-eighths (32.50% of 1/16th of 8/8ths).

2. Reversionary Interest: Damson hereby assigns, grants and conveys to Belco all of Damson's reversionary working interest in the above described leases which will become effective upon conversion of the above described overriding royalty interests after payout and which working interest will be Sixteen and one-quarter percent of eight-eighths (16.25% of 8/8ths).

3. All Rights: It is the intention of this Assignment to transfer to Belco all of Damson's right, title and interest in the above described oil and gas leases including its present overriding royalty interest and all reversionary rights which may vest in Damson under the provisions of assignments from Damson to Chandler & Associates, Inc., pursuant to assignments of oil and gas leases dated July 20, 1970.

4. Term: Unless surrendered or released as hereinabove provided, this Agreement shall remain in full force and effect during the life of said oil and gas leases and any and all extensions and renewals thereof.

5. Approval: Either party may, if it so elects, file this Operating Agreement for approval with the appropriate office representing the lessor. Each party agrees to furnish to the other all further documents and things reasonably requested in order to obtain such approval.

135654

RECORDED	April 11	1973	2:00 AM
IN BOOK	49	Page	232
FEES	3 ⁰⁰	James R. Clark	COUNTY CLERK
SUBLETTE COUNTY CLERK			

By Eric J. Clark Deputy

6. Federal Lands Provision: The undersigned agree that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of Seventeen and one-half percent (17.50%) shall be suspended when the average production of oil per well per day average on the monthly basis is fifteen (15) barrels or less.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

ATTEST: DAMSON PETROLEUM CORPORATION

James A. Lohr
Asst. Secretary

Barrie M. Damson

ATTEST: BELCO PETROLEUM CORPORATION

James G. Haymaker
Assistant Secretary

Jack Saltz
Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 7 day of May, 1971 before me appeared Barrie M. Damson to me personally known, who being by me duly sworn did say that he is the President of Damson Petroleum 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 Barrie M. Damson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 7 day of May, 1971.

Esther Gordon
Notary Public

My Commission Expires:

ESTHER GORDON
NOTARY PUBLIC, STATE OF NEW YORK
No. C3-6597930
Qualified in Bronx County
Commission Expires March 30, 1972

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 7 day of May, 1971 before me appeared Jack Saltz, to me personally known, who being by me duly sworn did say that he is the Vice President of Belco Petroleum 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 Jack Saltz acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 7 day of May, 1971.

Gladys Schluss
Notary Public

My Commission Expires:

GLADYS SCHLASS
Notary Public, State of New York
No. 03-6-10500
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby give, grant, assign, transfer and convey unto HUSKY OIL COMPANY OF DELAWARE, 1122 Lincoln Tower Building, Denver, Colorado, its successors and assigns, to have and to hold forever, all of their right, title and interest, in and to the following described oil and gas lease in Sublette County, Wyoming:

Oil and Gas Lease dated March 7, 1973, from T. S. Taliaferro, III, and Myra Taliaferro, husband and wife; Edward L. Taliaferro and Elva A. Taliaferro, husband and wife, lessor, to Ed Shepardson, lessee, recorded in Book 49 Oil & Gas, Page 229, records of Sublette County, Wyoming, and covering:

TOWNSHIP 29 NORTH, RANGE 105 WEST, 6th P. M.

Section 5: That part of Lots 2, 3, SW $\frac{1}{2}$ NE $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$ lying West of center thread of Big Sandy Creek.

Section 18: That part of E $\frac{1}{2}$ E $\frac{1}{2}$ lying West of center thread of Big Sandy Creek.

TOWNSHIP 30 NORTH, RANGE 105 WEST, 6th P. M.

Section 32: That part of SW $\frac{1}{2}$ NW $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$ lying West of center thread of Big Sandy Creek.

containing 225.68 acres, more or less.

This assignment is made and accepted without covenants of warranty whatsoever.

EXECUTED THIS 9th day of April, 1973.

135658

RECORDED	April 11	19 73 9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE 234
FEES \$	2.00	County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING		

By Lois J. York Deputy

Ed Shepardson
Ed Shepardson

Betty Ann Shepardson
Betty Ann Shepardson

STATE OF COLORADO)
ss.
COUNTY OF DENVER)

The within and foregoing instrument was acknowledged before me this 9th day of April, 1973, by Ed Shepardson and Betty Ann Shepardson, his wife.

Dick Cox

Notary Public

My commission expires: 3-21-76

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That JAMES A. GREENWOOD, JR. and THARON L. GREENWOOD, husband and wife, of Sublette County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid by FEAR RANCHES, INCORPORATED, a Wyoming corporation, hereinafter called "Assignee", the receipt of which is hereby acknowledged and confessed, DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY AND SET OVER unto the said Assignee, all of our right, title and interest in and to THREE AND ONE-EIGHTH PER CENT (3 1/8%) ROYALTY of all of the oil and of all the gas produced and saved from the hereinafter described lands, located in the County of Sublette and State of Wyoming, to-wit:

Township 30 North, Range 111 West of the 6th P.M.

Section 33 - S/2 SW/4, N/2 SE/4, SE/4 SE/4,
N/2 SW/4 SE/4

SUBJECT TO oil and gas leases now in force and effect;

TO HAVE AND TO HOLD unto the said Assignee, and its successors and assigns, said royalty as above set forth, the said oil and gas so produced and saved from said lands to be delivered free of costs to the royalty owner in pipelines serving said lands or tanks erected thereon for the purpose of storing such products, together with rights, privileges and benefits to be derived therefrom; and we do hereby assign said royalty under leases now covering said lands;

The Assignors reserve the right to sell and dispose of the royalty oil or gas above conveyed subject to proper accounting for the proceeds thereof to the Assignee above named.

135721

RECORDED	<i>April 16</i>	19 <i>73</i>	<i>9:00 A.M.</i>
IN BOOK	<i>49 Oil & Gas</i>	PAGE	<i>235</i>
FEES \$ <i>3.00</i>	<i>Asst. R. Clark</i>	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			
<i>Ray Henry L. Clarke Deputy</i>			

IN WITNESS WHEREOF, we have hereunto set our hands this

10th day of April, 1973.

James A. Greenwood, Jr.
JAMES A. GREENWOOD, JR.
Tharon L. Greenwood
THARON L. GREENWOOD

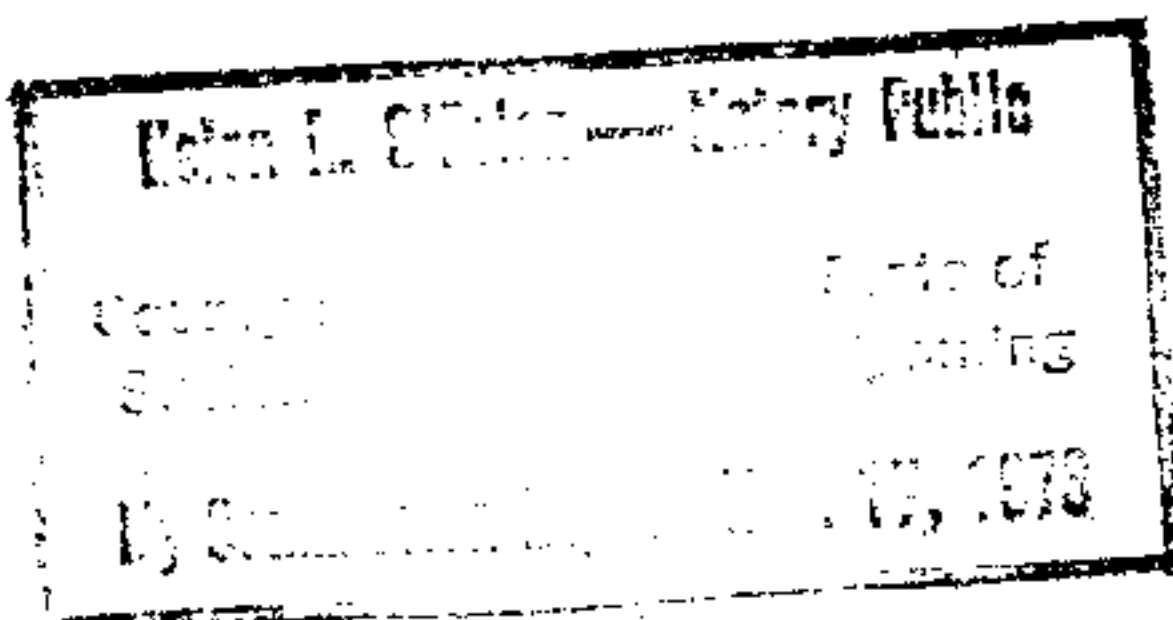
STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

10th The foregoing instrument was acknowledged before me this
day of April, 1973.

Witness my hand and official seal.

Helen L. O'Brien
Notary Public

My commission
expires:



EXCLUSIVE RIGHT TO EXECUTE LEASES

KNOW ALL MEN BY THESE PRESENTS:

That JAMES A. GREENWOOD, JR. and THARON L. GREENWOOD, of Sublette County, Wyoming, Assignors, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAVE SOLD AND DO HEREBY SELL, ASSIGN, TRANSFER AND CONVEY unto FEAR RANCHES, INCORPORATED, a Wyoming corporation, Assignee, and its successors and assigns, forever, the exclusive right to execute oil and gas leases for the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

Township 30 North, Range 111 West of the 6th P.M.

Section 33 - S/2 SW/4, N/2 SE/4, SE/4 SE/4,
N/2 SW/4 SE/4

SUBJECT TO royalty and royalty rights of record and outstanding and all rights in and to the oil and gas produced and saved from the above described lands, and said oil and gas leases to be executed upon such terms and rentals and considerations as shall seem and appear appropriate to said Assignee, TOGETHER WITH the right to hold and retain as property of the Assignee all bonus monies and delay rental payments due and payable on account of any and all oil and gas leases so executed EXCEPT ONE-HALF (1/2) of said bonus monies and delay rental payments which Assignors reserve unto themselves and to the survivor of them;

Assignee expressly understands and agrees that no rights, title, interest, equity or estate in and to the oil and gas saved and produced from the above described lands and pursuant to the authority hereof is transferred or created or in any way or manner

135722

RECORDED	April 16	1973	9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE	237
FEES \$3.00	and R. Clark	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			
By Lisa F. Lyden Deputy			

affected hereby and Assignee accepts the within conveyance upon said condition.

WITNESS OUR HANDS this 10th day of April, 1973.

James A. Greenwood, Jr.
JAMES A. GREENWOOD, JR.

Tharon L. Greenwood
THARON L. GREENWOOD

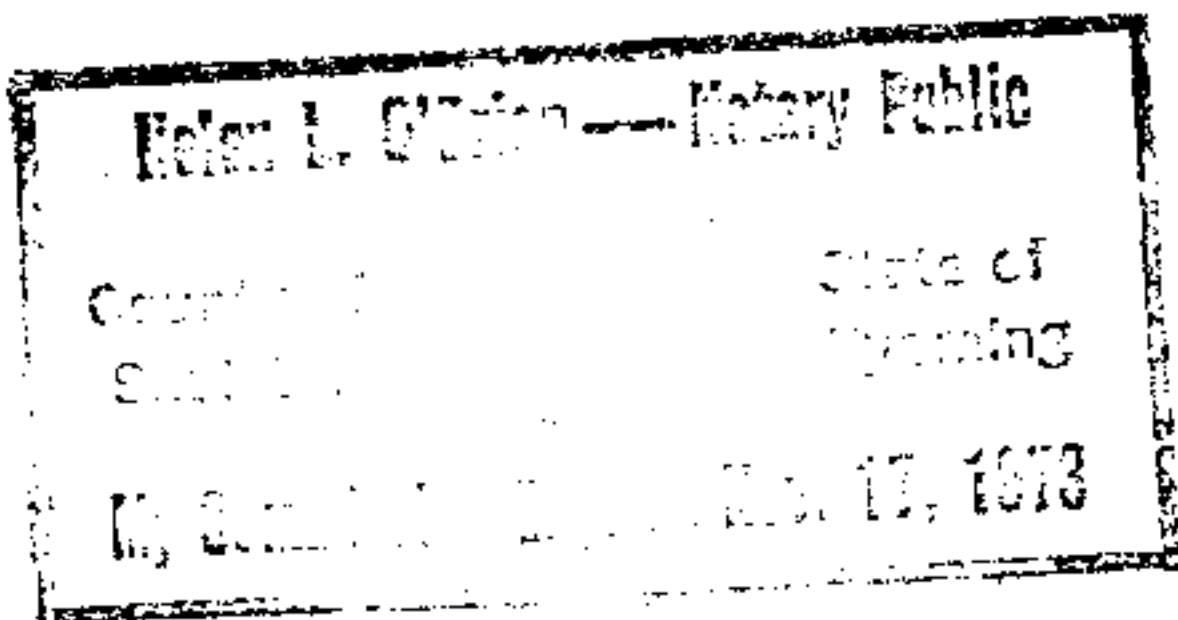
STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

10th The foregoing instrument was acknowledged before me this day of April, 1973.

Witness my hand and official seal.

Helen L. O'Brien
Notary Public

My commission expires:



OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 31st day of March, 1973 between
Walter C. Yose and Maurine Yose, Husband and Wife
Frank A. Yose and Mary Lynn Yose, Husband and Wife
La Barge, Wyoming
 Lessor (whether one or more), and Amoco Production Company
 Lessee, WITNESSETH:

1. Lessor in consideration of ----- Ten and More ----- Dollars
 (\$10,000.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to-wit:

Sublette County
Township 27 North - Range 111 West
Section 32 SW/4SE/4, SE/4SW/4
Lincoln County
Township 26 North - Range 111 West
Section 4: SW/4NE/4, NE/4SW/4
Section 5: Lots 1, 2, 3, 4, S/2NE/4, SE/4NE/4

of Section ----- Township ----- Range -----

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 439 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

State Bank of Big Piney, Big Piney, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Four Hundred Thirty Nine and no/100 Dollars

(\$439.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization shall not be filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee. Lessee agrees that upon expiration or termination of this lease it shall

record in the county a release of said land and said release shall be subject to the same terms and conditions as this lease.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:
Frank A. Yose
W. R. Frances
Charles A. Yose
Walter E. Yose
Maurine Yose
Helen Yose
529-49-2246
529-42-2139
529-36-2752

135761

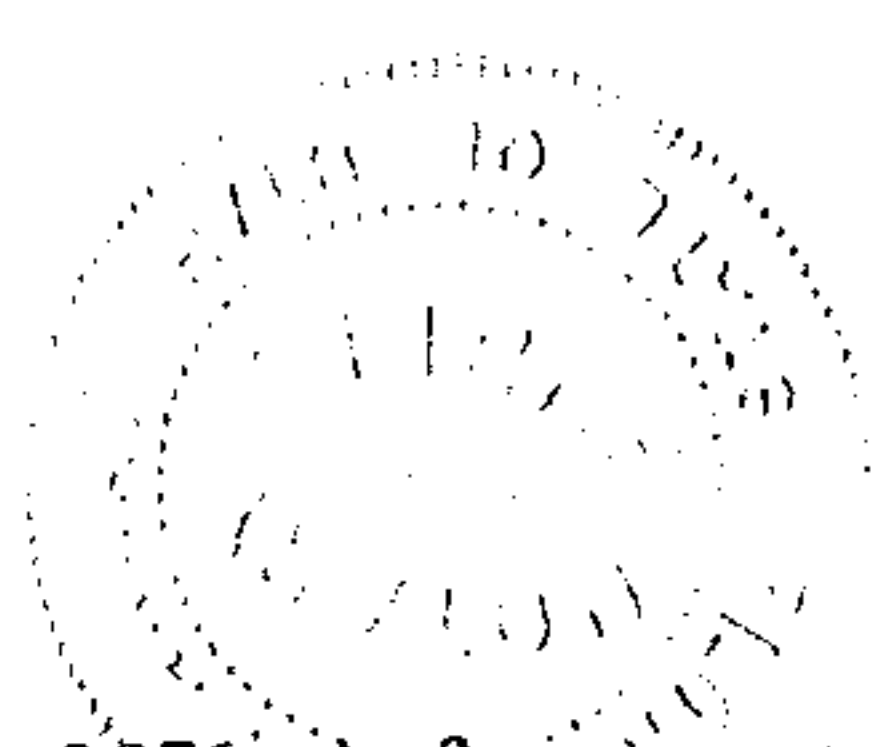
OIL, GAS AND MINERAL LEASE	
FROM	TO
Date	19
Section	Range
Township	County, Wyoming
No. of Acres	Term
STATE OF WYOMING,	ss.
County of	Sublette
This instrument was filed for record on the 18th day of April, 1973, at 9:30 o'clock A. M., and duly recorded in book 4904B, page 239 of the records of this office.	
By Anne R. Clark, County Clerk—Register of Deeds.	
Deputy: [Signature]	
Record and Mail to:	
When returned, return to: [Address]	

STATE OF WYOMING }
County of Lincoln } ss. Wyoming Individual
On this 21 day of March, 1973, before me personally appeared Walter E. Yose and Maurine Yose 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 the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.
Given under my hand and seal this 21 day of March, A.D., 1973.
My commission expires 6-19-76. [Signature] Notary Public.

STATE OF WYOMING }
County of } ss. Wyoming Individual
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 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 effect of signing and acknowledging the said instrument.
Given under my hand and seal this day of A.D., 19.
My commission expires. Notary Public.

STATE OF WYOMING }
County of } ss. Wyoming Corporation
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 President of 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 acknowledged said instrument to be the free act and deed of said corporation.
Given under my hand and seal this day of A.D., 19.

STATE OF UTAH)
COUNTY OF weber) SS.



On this 1 day of April, 1973, before me personally appeared Frank A. Yose and Mary Lynn Yose who personally witnessed the execution of the foregoing instrument by Frank A. Yose who made his mark and Mary Lynn Yose, wife of Frank A. Yose, who executed the foregoing instrument and acknowledge 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 fully appraised of her right and effect of signing and acknowledge the said instrument.

Given under my hand and _____ this 1st day of April, 1973.

Florence E. Amos
Notary Public

COMMISSION EXPIRES JULY 3, 1974

My commission expires

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 31st day of March, 1973, between
Joseph M. Krall
Box 208, Kemmerer, Wyoming

Lessor (whether one or more), and Amoco Production Company

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and More Dollars

(\$ 10.00 & More), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and

housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to-wit:

See attached Exhibit 'A'

of Section 16, Township 16N, Range 10E

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1169.80 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

First National Bank of Kemmerer, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand One Hundred Sixty Nine and 80/100 Dollars

(\$ 1169.80), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee agrees to promptly pay to the owner thereof damages to crops, or improvements, caused by operations of Lessee.

EXHIBIT 'A'

LINCOLN COUNTY
TOWNSHIP 26 NORTH - RANGE 114 WEST, 6th P.M.

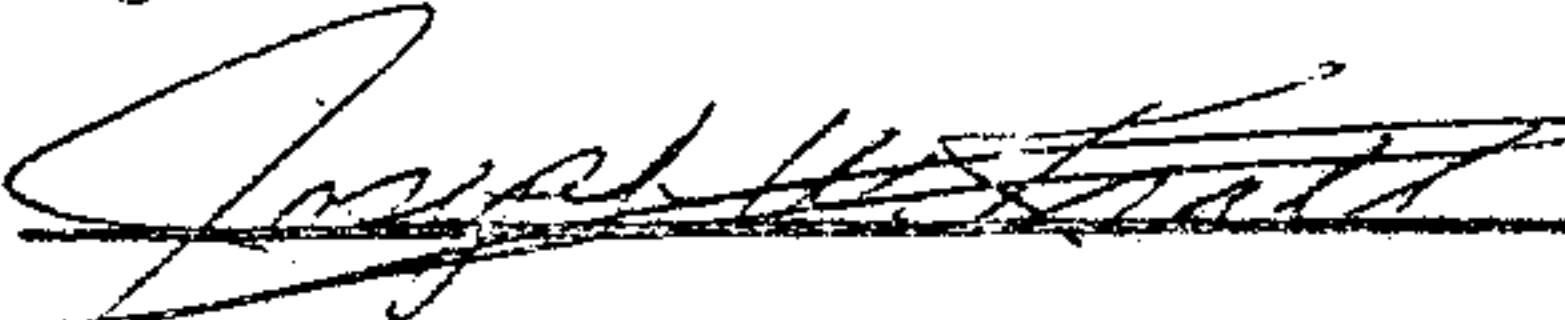
SECTION 3: Lot 1,2, E/2 Lot 3, E/2SE/4NW/4, E/2NE/4SW/4,
SW/4NE/4, W/2SE/4, S/2SW/4 and excepting therefrom
the following described parcels:

Beginning at the section corner to section 2 and 3,
being the NE corner of said section 3, T 26 N - R 114 W
Thence S. 89 Degrees 50 Minutes W. 435 Feet
Thence S. 17 Degrees 30 Minutes W. 139 Feet
Thence S. 48 Degrees 50 Minutes W. 100 Feet
Thence S. 11 Degrees 45 Minutes W. 300 Feet
Thence S. 26 Degrees 15 Minutes W. 400 Feet
Thence S. 36 Degrees 30 Minutes W. 645 Feet
Thence S. 88 Degrees 47 Minutes E. 1290 Feet
Thence N. 0 Degrees 4 Minutes E. 1398 Feet
to point of beginning. (24.747 ac.)

Beginning at a point 270 feet due south from the
NW corner of SE/4NE/4 of said section 3 on the
Jones - Twitchell boundary fence,
Thence S. 32 Degrees 32 Minutes W. 530 Feet
Thence S. 45 Degrees 30 Minutes W. 400 Feet
Thence S. 20 Degrees 45 Minutes W. 1938 Feet to county road
Thence S. 58 Degrees 0 Minutes E. 1538 Feet along
county road
Thence N. 0 Degrees 30 Minutes E. 3355 Feet to point
of beginning. (55.244 ac.)

SECTION 4: E/2SW/4, S/2SE/4
SECTION 9: NE/4NE/4
SECTION 10: N/2, E/2SW/4
SECTION 11: NW/4
SECTION 15: NE/4NW/4

Signed for Identification


March 31, 1973

SUHELLE COUNTY
TOWNSHIP 27 NORTH * RANGE 114 WEST
SECTION 34: E/2SE/4SW/4, S/2SE/4

J. W. K.

607960-A

607960-A

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Joseph W. Krall
Joseph W. Krall

500 Sec 2 S20 - 22 - 5777

OIL, GAS AND MINERAL LEASE	FROM	TO
No. 116	Date	19
	Section	Range
	Township	County, Wyoming
	No. of Acres	Term
STATE OF WYOMING, ss.		
County of <i>Sublette</i>		
This instrument was filed for record on the <i>20th</i>		
day of <i>April</i> , 19 <i>73</i>		
at <i>9:00</i> o'clock <i>A</i> M., and duly recorded		
in book <i>49 A & H</i> page <i>240</i> of the		
records of this office.		
By <i>Aune R. Clark</i> County Clerk--Register of Deeds.		
Deputy <i>Laura J. Gabe</i>		
Record and Mail to: <i>44-00</i>		
Which recorded return to AMOCO PRODUCTION COMPANY SECURITY LIFE BUILDING DENVER, COLORADO 80202		

STATE OF WYOMING }
County of *Lincoln* } ss. Wyoming Individual
On this *1st* day of *March*, 19 *73*, before me personally appeared *Joseph W. Krall*
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 effect of signing and acknowledging the said instrument.
Given under my hand and *Seal* this *31* day of *March*, A.D., 19 *73*.
My commission expires *6-19-76* *William J. Halich* Notary Public.

STATE OF WYOMING }
County of _____ } ss. Wyoming Individual
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 *he* 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 effect of signing and acknowledging the said instrument.
Given under my hand and _____ this _____ day of _____, A.D., 19 _____.
My commission expires _____ Notary Public.

STATE OF WYOMING }
County of _____ } ss. Wyoming Corporation
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 _____ President of _____
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 _____
acknowledged said instrument to be the free act and deed of said corporation.
Given under my hand and _____ this _____ day of _____, A.D., 19 _____.
My commission expires _____ Notary Public.

AGREEMENT, Made and entered into this 18th day of January, 19 73, by and between
White Acorn Sheep Company, a Wyoming Corporation,
Box 819
Rock Springs, Wyoming 82901
of _____, hereinafter called lessor (whether one or more) and
of Rainbow Resources, Inc., 515 Lakeside National Bank Building,
Denver, Colorado
of _____, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and more DOLLARS

(\$ 10.00 and more), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, ditches and ways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and housing employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming Wyoming, described as follows, to-wit:

Township 27 North, Range 103 West

Section 21: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 28 North, Range 103 West

Section 35: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

of Section _____ Township _____ Range Five (5) and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the _____ Bank at _____

_____, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of One Hundred Sixty and 00/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Identification No.: 83-0169830

White Acorn Sheep Company,
a Wyoming Corporation

By _____ (SEAL)
President (SEAL)

STATE OF Wyoming } ss.
 COUNTY OF Sublette

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
 Nebraska, North Dakota, South Dakota
 ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this
 day of February, 1973, personally appeared _____

_____, to me known to be the identical person _____, described in and who executed
 the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
 and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Residing at _____

STATE OF _____ } ss.
 COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
 Nebraska, North Dakota, South Dakota
 ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this
 day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed
 the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
 and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Residing at _____

State of Wyoming } ss.
 County of Sublette

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of February, A. D. 1973, before me personally
 appeared John C. Bertagnelli, to me personally known, who, being by
 duly sworn, did say that he is the President of White Horn Sheep Company

and that the seal affixed to said instrument is the corporate seal of said corpora-
 tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
John C. Bertagnelli acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23rd day of February, A. D. 1973

(SEAL)

Notary Public.

My Commission expires Oct 20, 1975

FROM

TO

Dated _____, 19____

No. Acres _____

County _____

Term _____

This instrument was filed for record on the _____

day of _____, 19____, at _____

o'clock _____ M., and duly recorded in

Volume _____ Page _____

of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to

RESOLUTION

At a special meeting of the White Acorn Sheep Company, a Wyoming Corporation, held at its principal place of business, the Board of Directors passed the following Resolution:

BE IT RESOLVED THAT the White Acorn Sheep Company enter into an Oil and Gas Lease, to be dated January 18, 1973, with Rainbow Resources, Inc., 515 Lakeside National Bank Building, Denver, Colorado, covering approximately 160.00 mineral acres located in Sections 21 and 29 of Township 27 North, Range 103 West, and Section 35 of Township 28 North, Range 103 West, all in Sublette County, Wyoming. That the consideration which Rainbow Resources shall pay White Acorn Sheep Company shall be \$5.00 per net mineral acre; that the lease shall be for a term of five (5) years, and shall provide for an annual delay rental in the amount of \$1.00 per net mineral acre per year.

IN WITNESS WHEREOF, we have hereunto set our hands and corporate seal this 23rd day of February, 1973.

ATTEST:

WHITE ACORN SHEEP COMPANY

Edward V. Magnus
Secretary

By: John O. Bertagnoli
President

STATE OF Wyoming

COUNTY OF Sublette

On this 23rd day of February, 1973, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared John O. Bertagnoli, to me personally known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

W. Hassile
Notary Public

My Commission expires: April 20, 1975

135783

RECORDED	<u>April 23</u>	19 <u>73</u>	<u>9:03 A.M.</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>245</u>
FEE \$	<u>4.00</u>	CLERK	<u>Aune R. Clark</u>
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois J. Flake Deputy

OIL, GAS, ~~MINERAL~~ LEASE

THIS AGREEMENT made this 28th day of March, 1973, between
Gordon Mickelson and Margaret Mickelson, Husband and Wife
of Big Piney, Wyoming

Lessor (whether one or more), and Amoco Production Company, Security Life Bldg., Denver, Colorado 80202

Lessee, WITNESSETH:

1. Lessor in consideration of -----Ten and More----- Dollars

(S. -----), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, ~~all other minerals~~ underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain -----1,080.00----- acres, whether it actually comprises more or less.

housing its employees, the following described land in -----Sublette----- County, Wyoming, to-wit:

Township 31 North - Range 114 West, 6th P.M.

Section 13: SW/4 SW/4

Section 14: S/2 S/2

Section 22: NE/4 NE/4, SW/4 NE/4, SE/4 NW/4, NW/4 SE/4, E/2 SW/4

Section 23: N/2 N/2, SW/4 NE/4, S/2 NW/4, NW/4 SW/4

Section 27: NW/4 NW/4

Section 28: NE/4 NE/4, S/2 NE/4, SE/4 NW/4, N/2 SW/4

of Section -----Section 29: NE/4 SW/4----- Range-----

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, ~~other hydrocarbons~~ and ~~all other minerals~~ underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain -----1,080.00----- acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, ~~or other mineral~~ is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) ~~on all other minerals mined and marketed, one-tenth~~ either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in -----

State

Bank of

Big Piney, Wyoming

and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance

or by the death or incapacity of Lessor) the sum of One Thousand Eighty and 00/100 ----- Dollars

(S. 1,080.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months, in like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event of such unit enlargement, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit, provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and no default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or ~~other hydrocarbons or other mineral~~ is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, ~~or other mineral~~ and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part. In event Lessee does so, it shall be subrogated to said lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Gordon Mickelson
Gordon Mickelson

Margaret Mickelson
Margaret Mickelson

No. 445730

OIL, GAS AND MINERAL LEASE

FROM
When recorded return to
AMOCO PRODUCTION COMPANY,
EQUITY LIFE BUILDING
CHICAGO, ILLINOIS 60602,
TO

Date 19
Section Township Range
County, Wyoming

No. of Acres Term

STATE OF WYOMING,
County of ss.

This instrument was filed for record on the 23rd day of April, 1973 at 10:00 o'clock P.M., and duly recorded in book 49 Oil & Gas page 248 of the records of this office.

By Aune R. Clark County Clerk—Register of Deeds.
L. D. Dyke Deputy.

Record and Mail to:

When recorded return to
AMOCO PRODUCTION COMPANY,
EQUITY LIFE BUILDING
CHICAGO, ILLINOIS 60602

STATE OF WYOMING
County of Sublette

ss.

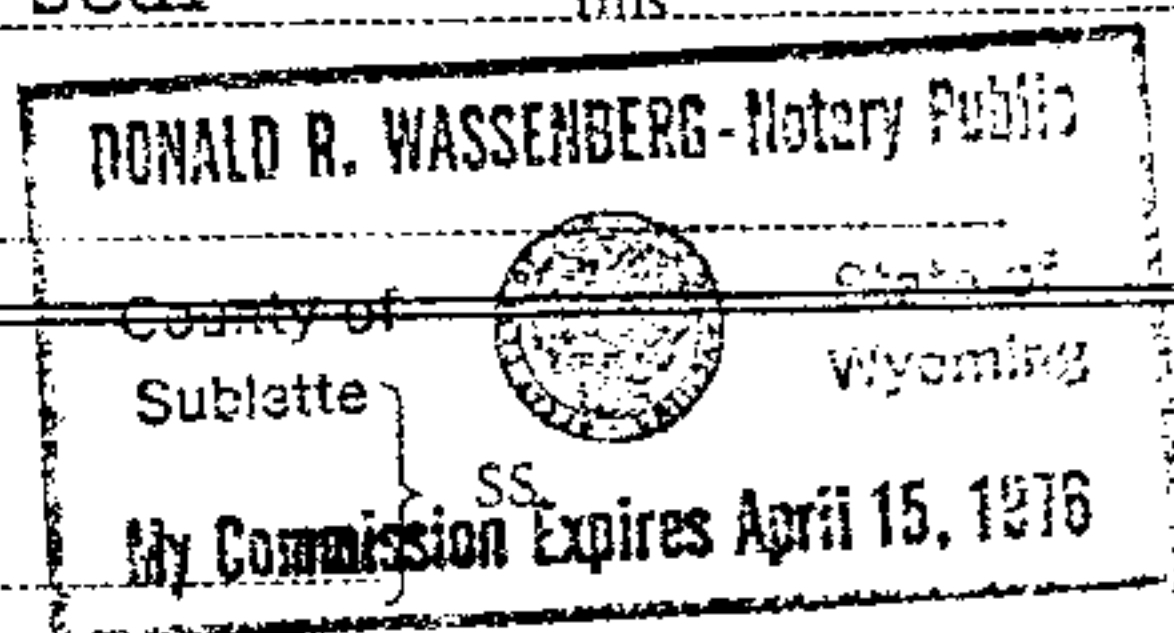
Wyoming Individual

On this 9th day of April, 1973, before me personally appeared Gordon Mickelson and Margaret Mickelson, 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 effect of signing and acknowledging the said instrument.

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

My commission expires



STATE OF WYOMING

County of

Wyoming Individual

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 he 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 effect of signing and acknowledging the said instrument.

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

My commission expires

Notary Public.

STATE OF WYOMING

ss.

Wyoming Corporation

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

My commission expires

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 1st day of April, 19 73, between
Ted Miller and Emma F. Miller, Husband and Wife
2690 Stanford Av.
Salt Lake City, Utah

Lessor (whether one or more), and Amoco Production Company

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and More Dollars

(\$10.00 & More), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1169.80 acres, whether it actually comprises more or less.

housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to-wit:

See attached Exhibit 'A'

of Section , Township , Range

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1169.80 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

WALKER BANK and TRUST, Main Branch, Salt Lake City which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand One Hundred Sixty Nine and 80/100 Dollars

(\$ 1169.80), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right to utilize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

EXHIBIT 'A'

LINCOLN COUNTY
TOWNSHIP 26 NORTH - RANGE 114 WEST, 6th P.M.

SECTION 3: Lot 1,2, E/2 Lot 3, E/2SE/4NW/4, E/2NE/4SW/4,
SW/4NE/4, W/2SE/4, S/2SW/4 and excepting therefrom
the following described parcels:

Beginning at the section corner to section 2 and 3,
being the NE corner of said section 3, T 26 N - R 114 W

Thence S. 89 Degrees 50 Minutes W. 435 Feet

Thence S. 17 Degrees 30 Minutes W. 139 Feet

Thence S. 48 Degrees 50 Minutes W. 100 Feet

Thence S. 11 Degrees 45 Minutes W. 300 Feet

Thence S. 26 Degrees 15 Minutes W. 400 Feet

Thence S. 36 Degrees 30 Minutes W. 645 Feet

Thence S. 88 Degrees 47 Minutes E. 1290 Feet

Thence N. 0 Degrees 4 Minutes E. 1398 Feet

to point of beginning. (24.747 ac.)

Beginning at a point 270 feet due south from the
NW corner of SE/4NE/4 of said section 3 on the
Jones - Twitchell boundary fence,

Thence S. 32 Degrees 32 Minutes W. 530 Feet

Thence S. 45 Degrees 30 Minutes W. 400 Feet

Thence S. 20 Degrees 45 Minutes W. 1938 Feet to county road

Thence S. 58 Degrees 0 Minutes E. 1538 Feet along
county road

Thence N. 0 Degrees 30 Minutes E. 3355 Feet to point
of beginning. (55.244 ac.)

SECTION 4: E/2SW/4, S/2SE/4

SECTION 9: NE/4NE/4

SECTION 10: N/2, E/2SW/4

SECTION 11: NW/4

SECTION 15: NE/4NW/4

Signed for Identification

Emma F. Miller

Emma F. Miller

SUBLETTE COUNTY
TOWNSHIP 27 NORTH * RANGE 114 WEST T.M.
SECTION 34: E/2SE/4SW/4, S/2SE/4

1. The rights of every party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. During the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Ted Miller
Ted Miller Soc. Sec. # 529-42-5895
Emma F. Miller
Emma F. Miller

OIL, GAS AND MINERAL LEASE	FROM	TO	Date	Section	Township	Range	County	Term	No. of Acres	STATE OF WYOMING	County of	ss.	This instrument was filed for record on the <u>23rd</u> day of <u>April</u> , 19 <u>73</u> at <u>10:02</u> o'clock <u>A.</u> M., and duly recorded in book <u>49014</u> page <u>250</u> of the records of this office.	By <i>Anna R. Black</i> County Clerk—Register of Deeds. <i>Anna R. Black</i> Deputy. Record and Mail to:

STATE OF ~~WYOMING~~ Utah

County of Salt Lake

ss.

Wyoming Individual

On this 1st day of April, 1973, before me personally appeared

Ted Miller and Emma F. Miller, Husband and Wife

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that the Y 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 effect of signing and acknowledging the said instrument.

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

My commission expires My commission expires January 26, 1974

Paul Ambrose
Notary Public.

STATE OF WYOMING

County of

ss.

Wyoming Individual

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 _____ he _____ 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 effect of signing and acknowledging the said instrument.

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission expires _____ Notary Public.

STATE OF WYOMING

County of

ss.

Wyoming Corporation

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

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission _____ Notary Public.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 4th day of April, 1973, between
Doyle Twitchell and Isabelle Twitchell, Husband and Wife
600 Harney
Laramie Wyoming, 82070

Lessor (whether one or more), and Amoco Production Company

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and More Dollars
 (\$10.00 and MORE), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
 exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and,
 without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines,
 building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and
 housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to-wit:

See Attached Exhibit 'A'

of Section , Township , Range

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically
 described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, in-
 cluding all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or
 adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1169.80 acres,
 whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long
 thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted
 thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the
 wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its
 possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or
 other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom,
 the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount
 realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except
 that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except
 water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable
 of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one
 year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay
 rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or
 tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on
 or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then
 terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

First National Bank of Laramie, Wyoming (which bank and its successors are Lessor's agent
 and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance
 or by the death or incapacity of Lessor) the sum of One Thousand One Hundred Sixty Nine and 80/100 Dollars

(\$ 1169.80), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of
 twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred
 for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency,
 draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said
 bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be
 succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender
 of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such pay-
 ments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period.
 Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or
 portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the
 acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said
 release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease
 according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of
 this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the
 wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee
 shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in
 the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be cor-
 rected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence neces-
 sary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production
 be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or
 operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production
 or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals.
 Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no inter-
 ruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land
 Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the
 production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the
 lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new
 well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the
 expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations
 are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of
 any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil,
 gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drill-
 ing or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil
 and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly
 develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent
 (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred
 and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by govern-
 mental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas
 in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to
 any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights
 of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instru-
 ments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of
 royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof
 of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production
 were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease.
 In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the
 amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit
 as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether be-
 fore or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed
 the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declara-
 tion of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not
 filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not
 become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any
 unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general
 area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with
 like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be
 deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, par-
 ticularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development
 requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said
 above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby
 the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land
 shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land
 to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production
 only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and
 approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of
 all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property
 and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe
 lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without
 Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any
 operations of Lessee.

EXHIBIT 'A'

LINCOLN COUNTY
 TOWNSHIP 26 NORTH - RANGE 114 WEST, 6th P.M.

SECTION 3: Lot 1,2, E/2 Lot 3, E/2SE/4NW/4, E/2NE/4SW/4,
 SW/4NE/4, W/2SE/4, S/2SW/4 and excepting therefrom
 the following described parcels:

Beginning at the section corner to section 2 and 3,
 being the NE corner of said section 3, T 26 N - R 114 W
 Thence S. 89 Degrees 50 Minutes W. 435 Feet
 Thence S. 17 Degrees 30 Minutes W. 139 Feet
 Thence S. 48 Degrees 50 Minutes W. 100 Feet
 Thence S. 11 Degrees 45 Minutes W. 300 Feet
 Thence S. 26 Degrees 15 Minutes W. 400 Feet
 Thence S. 36 Degrees 30 Minutes W. 645 Feet
 Thence S. 88 Degrees 47 Minutes E. 1290 Feet
 Thence N. 0 Degrees 4 Minutes E. 1398 Feet
 to point of beginning. (24.747 ac.)

Beginning at a point 270 feet due south from the
 NW corner of SE/4NE/4 of said section 3 on the
 Jones - Twitchell boundary fence,
 Thence S. 32 Degrees 32 Minutes W. 530 Feet
 Thence S. 45 Degrees 30 Minutes W. 400 Feet
 Thence S. 20 Degrees 45 Minutes W. 1938 Feet to county road
 Thence S. 58 Degrees 0 Minutes E. 1538 Feet along
 county road
 Thence N. 0 Degrees 30 Minutes E. 3355 Feet to point
 of beginning. (55.244 ac.)

SECTION 4: E/2SW/4, S/2SE/4

SECTION 9: NE/4NE/4

SECTION 10: N/2, E/2SW/4

SECTION 11: NW/4

SECTION 15: NE/4NW/4

Signed for Identification.

Ray L. Twitchell

Leabelle Twitchell

SUELETTE COUNTY
 TOWNSHIP 27 NORTH * RANGE 114 WEST
 SECTION 34: E/2SE/4SW/4, S/2SE/4

[Signature]
[Signature]

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, all be discharged or satisfied with the right to assert a claim and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Doyle Twitchell
Doyle Twitchell Soc. Sec. # 520-14-4942
Isabelle Twitchell
Isabelle Twitchell

No.	OIL, GAS AND MINERAL LEASE	FROM	TO	Date	Section	Township	Range	County, Wyoming	Term	No. of Acres	STATE OF WYOMING,	County of	ss.	This instrument was filed for record on the <u>23rd</u> day of <u>April</u> , 19 <u>73</u> at <u>10:00</u> o'clock <u>P.</u> M., and duly recorded in book <u>49014</u> page <u>253</u> of the records of this office.	By <i>Aune R Clark</i> County Clerk—Register of Deeds. <i>L. D. Gabe</i> Deputy.	Record and Mail to:

STATE OF WYOMING }
County of Albany } SS. Wyoming Individual

On this 4th day of April, 1973, before me personally appeared Doyle Twitchell and Isabelle Twitchell, 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 effect of signing and acknowledging the said instrument.

Given under my hand and this 4th day of April, A.D., 1973.

My commission expires My Commission expires November 2, 1974 *Aune R. Fritzel* Notary Public.

STATE OF WYOMING }
County of _____ } SS. Wyoming Individual

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 _____ he _____ 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 effect of signing and acknowledging the said instrument.

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission expires _____ Notary Public.

STATE OF WYOMING }
County of _____ } SS. Wyoming Corporation

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

Given under my hand and _____ this _____ day of _____, A.D., 19____.

OIL, GAS AND MINERAL LEASE

257

THIS AGREEMENT made this 31st day of March, 1973 between
Hugh Wardell and Betty Wardell, Husband and Wife
Box 56, La Barge, Wyoming

Lessor (whether one or more), and Amoco Production Company

Lessee, WITNESSETH:

1. Lessor in consideration of ----- Ten and No/100 ----- Dollars

(\$10.00 & MORE), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to-wit:

Sublette County

Township 27 North - Range 114 West
Section 34: W/2SW/4, W/2SE/4SW/4

Lincoln County

Township 26 North - Range 114 West
Section 3: NW/4SW/4, W/2NE/4SW/4, W/2SE/4NW/4, W/2Lot 3
Section 4: N/2SE/4, SW/4NE/4, SE/4NW/4

of Section ----- Township ----- Range -----

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 360.03 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

State Bank of Big Piney, Big Piney, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Three Hundred Sixty and 03/100 Dollars

(\$360.03), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the Lessee should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Hugh Wardell
Hugh Wardell Soc. Sec. # 520-16-7203

Betty Wardell
Betty Wardell

OIL, GAS AND MINERAL LEASE

FROM

TO

Date 19

Section 19 Township Range

County, Wyoming

No. of Acres Term

STATE OF WYOMING,

County of Sublette

This instrument was filed for record on the 26th

day of April 1973

at 10:00 o'clock A.M., and duly recorded

in book 490 & 491, page 257 of the

records of this office.

By Anna R. Clark County Clerk—Register of Deeds.

Deputy Deputy

Record and Mail to:

When recorded return to
AMOCO PRODUCTION COMPANY
SECURITY-BUILDING
DENVER, COLORADO 80202

STATE OF WYOMING

County of Lincoln

SS.

Wyoming Individual

On this 21st day of March, 1973, before me personally appeared

Hugh Wardell and Betty Wardell, Husband and Wife

to me known to be the person SS. 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 effect of signing and acknowledging the said instrument.

Given under my hand and Seal this 21 day of March, A.D., 1973

My commission expires 6-19-76

Notary Public.

STATE OF WYOMING

County of Lincoln

SS.

Wyoming Individual

On this 21st day of March, 1973, before me personally appeared

to me known to be the person SS. 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 effect of signing and acknowledging the said instrument.

Given under my hand and Seal this 21 day of March, A.D., 1973

My commission expires 6-19-76

Notary Public.

STATE OF WYOMING

County of Lincoln

SS.

Wyoming Corporation

On this 21st day of March, 1973, before me personally appeared

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

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 AMOCO PRODUCTION COMPANY

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

Given under my hand and Seal this 21 day of March, A.D., 1973

My commission expires 6-19-76

Notary Public.

OIL, GAS AND MINERAL LEASE

259

THIS AGREEMENT made this 3rd day of April, 1973, betweenHugh Wardell and Betty Wardell, Husband and WifeBox 56, La Barge, WyomingLessor (whether one or more), and Angus Production Company

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and More Dollars

(\$10.00 & More), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and

housing its employees, the following described land in Lincoln and Sublette County, Wyoming, to-wit:

See attached Exhibit 'A'

of Section _____ Township _____ Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1169.80 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered, at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

State Bank of Big Piney, Big Piney, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand One Hundred Sixty Nine and 80/100 Dollars

(\$1169.80), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new lease in force during the remainder of the primary term, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the well or reworking an old well, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract or land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Lessee agrees that upon expiration or termination of this lease it shall

EXHIBIT 'A'

LINCOLN COUNTY
TOWNSHIP 26 NORTH - RANGE 114 WEST, 6th P.M.

SECTION 3: Lot 1,2, E/2 Lot 3, E/2SE/4NW/4, E/2NE/4SW/4, SW/4NE/4, W/2SE/4, S/2SW/4 and excepting therefrom the following described parcels:

Beginning at the section corner to section 2 and 3, being the NE corner of said section 3, T 26 N - R 114 W

Thence S. 89 Degrees 50 Minutes W. 435 Feet

Thence S. 17 Degrees 30 Minutes W. 139 Feet

Thence S. 48 Degrees 50 Minutes W. 100 Feet

Thence S. 11 Degrees 45 Minutes W. 300 Feet

Thence S. 26 Degrees 15 Minutes W. 400 Feet

Thence S. 36 Degrees 30 Minutes W. 645 Feet

Thence S. 88 Degrees 47 Minutes E. 1290 Feet

Thence N. 0 Degrees 4 Minutes E. 1398 Feet

to point of beginning. (24.747 ac.)

Beginning at a point 270 feet due south from the NW corner of SE/4NE/4 of said section 3 on the Jones - Twitchell boundary fence,

Thence S. 32 Degrees 32 Minutes W. 530 Feet

Thence S. 45 Degrees 30 Minutes W. 400 Feet

Thence S. 20 Degrees 45 Minutes W. 1938 Feet to county road

Thence S. 58 Degrees 0 Minutes E. 1538 Feet along county road

Thence N. 0 Degrees 30 Minutes E. 3355 Feet to point of beginning. (55.244 ac.)

SECTION 4: E/2SW/4, S/2SE/4

SECTION 9: NE/4NE/4

SECTION 10: N/2, E/2SW/4

SECTION 11: NW/4

SECTION 15: NE/4NW/4

Signed for Identification

Hugh Wardell

Betty Wardell

SUBLETTE COUNTY
TOWNSHIP 27 NORTH * RANGE 114 WEST
SECTION 34: E/2SE/4SW/4, S/2SE/4

J. W.
B. W.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Hugh Wardell
Hugh Wardell

Betty Wardell
Betty Wardell

135855

No. _____

OIL, GAS AND MINERAL LEASE

FROM _____

TO _____

Date _____, 19____

Section _____ Township _____ Range _____

County, Wyoming

No. of Acres _____

Term _____

STATE OF WYOMING,

County of *Lincoln*

ss. _____

This instrument was filed for record on the *26th* day of *April*, 19*73*.

10:00 o'clock *A* M., and duly recorded in book *490429* page *259* of the records of this office.

Aune R. Clark
County Clerk—Register of Deeds.

Linda J. Spake
Deputy.

Record and Mail to: _____

When recorded return to
AMOCO PRODUCTION COMPANY
SECURITY LIFE BUILDING
DENVER, COLORADO 80202

STATE OF WYOMING }
County of *Lincoln* } ss. *Wyoming Individual*

On this *3rd* day of *April*, 19*73*, before me personally appeared *Hugh Wardell and Betty Wardell, 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 effect of signing and acknowledging the said instrument.

Given under my hand and *seal* this *3rd* day of *April*, A.D., 19*73*.

My commission expires *6-19-76* *[Signature]* Notary Public.

STATE OF WYOMING }
County of _____ } ss. *Wyoming Individual*

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 the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission expires _____ Notary Public.

STATE OF WYOMING }
County of _____ } ss. *Wyoming Corporation*

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

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission expires _____ Notary Public.

OIL, GAS ~~AND OTHER HYDROCARBONS~~ LEASE

THIS AGREEMENT made this 6th day of April, 1973, between
Robert A. Springman and Wilda Springman, husband and wife, of Big Piney, Wyoming

Lessor (whether one or more), and Amoco Production Company, Security Life Building, Denver, Colorado 80702

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and more Dollars
 (\$10.00 + more), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
 exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and,
 without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines,
 building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and
 housing its employees, the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 113 West, 6th P.M.

Section 19: Lot 4 (43.78)

Section 30: Lot 1 (43.82), Lot 2 (43.84), Lot 3 (43.89), NE/4 SW/4, E/2 NW/4, W/2 E/2

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically
 described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, in-
 cluding all oil, gas, other hydrocarbons ~~and other minerals~~ underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or
 adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 455.34 acres,
 whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of eight (8) years from this date (called "primary term") and as long
 thereafter as oil, gas, other hydrocarbons, ~~or other minerals~~ is produced from said land hereunder, or drilling or reworking operations are conducted
 thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the
 wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its
 possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or
 other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom,
 the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount
 realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except
 that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except
 water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable
 of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one
 year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay
 rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or
 tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on
 or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then
 terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in the

State Bank of Big Piney, Wyoming (which bank and its successors are Lessor's agent
 and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance
 or by the death or incapacity of Lessor) the sum of Four Hundred Fifty Five and 34/100 Dollars

(\$455.34), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of
 twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred
 for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency,
 draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said
 bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be
 succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender
 of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such pay-
 ments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period.
 Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or
 portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the
 acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said
 release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease
 according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of
 this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the
 wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee
 shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in
 the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be cor-
 rected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence neces-
 sary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production
 be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or
 operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production
 or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals.
 Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no inter-
 ruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land
 Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the
 production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the
 lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new
 well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the
 expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations
 are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of
 any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil,
 gas, other hydrocarbons or ~~other minerals~~ is produced and as long as additional drilling or reworking operations are had without cessation of such drill-
 ing or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil
 and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly
 develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent
 (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred
 and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by govern-
 mental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas
 in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to
 any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights
 of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instru-
 ments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of
 royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon
 of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production
 were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease.
 In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the
 amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit
 as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether be-
 fore or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed
 the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declara-
 tion of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not
 filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not
 become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any
 unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general
 area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with
 like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be
 deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, par-
 ticularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development
 requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said
 above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby
 the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land
 shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land
 to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production
 only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and
 approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of
 all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property
 and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe
 lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without
 Lessor's consent. The Lessee agrees to promptly pay to the owner therefor damages to crops, or improvements, caused by or resulting from any
 operations of Lessee.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings, and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons are discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other minerals, and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of, and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Robert A. Springman
Robert A. Springman

Wilda Springman
Wilda Springman

433856

No.

OIL, GAS AND MINERAL LEASE

FROM

TO

Date

19

Section

Township

Range

County, Wyoming

No. of Acres

Term

STATE OF WYOMING,

County of Sublette

This instrument was filed for record on the 26th day of April, 1973, at 10:00 o'clock A.M., and duly recorded in book 440 of the records of this office.

County Clerk—Register of Deeds.

Aune R. Clark
Aune R. Clark

Deputy.

Laura J. Hyatt
Laura J. Hyatt

Retord and Mail to:

When recorded return to AMOCO PRODUCTION COMPANY SECURITY LIFE BUILDING DENVER, COLORADO 80202

STATE OF WYOMING } SS. Wyoming Individual

County of Sublette

On this 12th day of April, 1973, before me personally appeared Robert A. Springman and Wilda Springman, 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 effect of signing and acknowledging the said instrument.

Given under my hand and seal this 12th day of April, A.D., 1973.

My commission expires June 20, 1976.

John M. Daniel
Notary Public.

STATE OF WYOMING } SS. Wyoming Individual

County of

On this day of 1973, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he 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 effect of signing and acknowledging the said instrument.

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

My commission expires

Notary Public.

STATE OF WYOMING } SS. Wyoming Corporation

County of

On this day of 1973, before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the President of , 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 acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires

Notary Public.

EXHIBIT "A"

Attached to and made a part
of that certain Conveyance
of Working Interest and
Operating Rights dated
February 28, 1973 from
DEPCO, Inc. to Atlantic
Richfield

(DEPCO Lease # 3-1129)

Oil and Gas Lease bearing serial number W-3799 effective
March 1, 1967 by and between the United States of America
as Lessor and The Preston Oil Company, as Lessee, BUT ONLY INSOFAR
as it covers the below described lands located in
Sublette County, Wyoming to wit:

W-2596 Township 36 North, Range 113 West 6th PM
Section 28: S $\frac{1}{2}$
 containing 320.00 acres, more
 or less.

(DEPCO Lease # 3-1130)

Oil and Gas Lease bearing serial number W-3800 effective
March 1, 1967 by and between the United States of America
as Lessor and The Preston Oil Company as Lessee, BUT
INSOFAR ONLY as it covers the below described lands
located in Sublette County, Wyoming to wit:

W-2597 Township 35 North, Range 113 West 6th PM
Section 4: Lots 1, 2, 3, 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 containing 194.04 acres, more
 or less.

(DEPCO Lease # 3-1131)

Oil and Gas Lease bearing serial number W-3802 effective
March 1, 1967 by and between the United States of America
as Lessor and The Preston Oil Company as Lessee, BUT
INSOFAR ONLY as it covers the below described lands
located in Sublette County, Wyoming to wit:

W-2598 Township 36 North, Range 113 West 6th PM
Section 27: S $\frac{1}{2}$ S $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
Section 33: All
Section 34: All
 containing 1,520.00 acres, more
 or less.

W-2600

CONVEYANCE OF WORKING INTEREST
AND OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, DEPCO, Inc., a Delaware corporation, with offices at 1025 Petroleum Club Building, Denver, Colorado 80202, herein referred to as "Assignor" for and in consideration of Ten and No/100ths Dollars (10.00) cash in hand paid the receipt and sufficiency of which is acknowledged does hereby sell, grant, transfer, convey and set over unto Atlantic Richfield Company, a Pennsylvania corporation, with offices at 501 Lincoln Tower Building, Denver, Colorado 80203, one hundred percent (100%) of whatever working interest and operating rights Assignor has in and to the said lands and leases located in Sublette County, Wyoming more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

This Conveyance is made without any warranties, either expressed, implied or statutory and is made subject to the terms and conditions of the said Oil and Gas Lease and all assignments and conveyances thereof.

TO HAVE AND TO HOLD unto said Assignee forever. EXECUTED this 12th day of March, 1973.

ATTEST:

Michael D. Shepard
Michael D. Shepard, Secretary

DEPCO, Inc.

By

J. V. Kowalski
J. V. Kowalski, Vice President

STATE OF COLORADO)

)ss.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of March, 1973 by J. V. Kowalski, Vice President of DEPCO, Inc.

Witness my hand and official seal.

My commission expires:

26, 1976

Joan Heier
Notary Public

135867

RECORDED	<u>April 27</u>	1973	<u>9:00 AM</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>266</u>
FEES \$	<u>3.00</u>	CLERK	<u>Aune R. Clark</u>
SUBLETTE COUNTY, PINEDALE, WYOMING			

by Paul J. Clark Deputy

EXHIBIT "A"

Attached to and made a part of that certain
Conveyance of Working Interest and Operating
Rights dated March 12, 1973 from DEPCO, Inc.
to Atlantic Richfield Company

(DEPCO Lease #0301132)

Oil and Gas Lease bearing Serial Number W-0323337 effective April 1,
1966 by and between the United States of America as Lessor and
Mr. Samuel Mandel as Lessee, BUT INSOFAR ONLY as it covers the
below described lands located in Sublette County, Wyoming, to-wit:

Township 35 North, Range 113 West, 6th P.M.
Section 4: SE $\frac{1}{4}$

containing 160.00 acres, more or less
Sublette County, Wyoming

268
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of April, 1973, between
James H. Luce and Shirley B. Luce, Husband and Wife of
Big Piney, Wyoming

Lessor (whether one or more), and Amoco Production Company, Security Life Building, Denver, Colorado
Lessee, WITNESSETH: 80202

1. Lessor in consideration of Ten and more Dollars
\$10. and more), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and,
without restriction to such enumerated minerals, ~~whether similar or dissimilar to those particularly specified herein~~, laying pipe lines,
building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and
housing its employees, the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 34: N/2 NE/4, SE/4 NE/4
Section 35: SW/4 NW/4, NW/4 SW/4

135916

RECORDED May 2 1973
IN BOOK 49 Oil & Gas PAGE 268
FEES 3.00 Amoco R. Clark COUNTY, CLARK
SUBLETTE COUNTY, CLARK
Rep. Luce & Luce

of Section 34 Township 30 North Range 114 West

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically
described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, in-
cluding all oil, gas, other hydrocarbons and ~~whether similar or dissimilar to those particularly specified herein~~ underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or
adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 200.00 acres,
whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long
hereafter as oil, gas, other hydrocarbons, ~~or other minerals~~ is produced from said land hereunder, or drilling or reworking operations are conducted
thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the
wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its
possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or
other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom,
the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount
realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except
that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except
water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable
of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one
year from the date such well is shut in, Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay
rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or
tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on
or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then
terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

State Bank of Big Piney (which bank and its successors are Lessor's agent
and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance
or by the death or incapacity of Lessor) the sum of Two Hundred and No/100-- Dollars
200.00

(\$ 200.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of
twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred
for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency,
draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said
bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be
succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender
of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such pay-
ments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period.
Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or
portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the
acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said
release or releases.

5. Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease
according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of
this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the
wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise); Lessee
shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in
the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be cor-
rected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence neces-
sary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production
be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or
operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production
or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals.
Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no inter-
ruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land
Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the
production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the
lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new
well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the
expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations
are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of
any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil,
gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drill-
ing or reworking operations for more than sixty (60) consecutive days.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil
and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly
develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent
(10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred
and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by govern-
mental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas
in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to
any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights
of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instru-
ments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of
royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon
of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production
were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease.
In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the
amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit
before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed
the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declara-
tion of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not
made until after production is obtained on the unit as originally created then and in such event the supplemental declaration of unitization shall not
become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any
unitized area by filing of record notice of termination.

8. Lessee also shall have the right to utilize, pool, or combine all or any part of the above described lands with other lands in the same general
area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with
like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be
deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, par-
ticularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and develop-
ment requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said
above described lands or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby
the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land
shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land
in which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production
only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and
approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of
all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property
and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe
lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without
Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from the
operations of Lessee.

408035
Social Security Number - 520 03 3626

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other minerals are discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other minerals, and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

~~XXXXXX~~

James H. Luce

Shirley B. Luce

OIL, GAS AND MINERAL LEASE

FROM

TO

19

Range

Township

County, Wyoming

Term

No. of Acres

STATE OF WYOMING,

County of

This instrument was filed for record on the

19

day of

at o'clock M., and duly recorded

in book page of the

records of this office.

County Clerk—Register of Deeds.

Deputy.

Record and Mail to:

When recorded return to

AMOCO PRODUCTION COMPANY

SECURITY LIFE BUILDING

DENVER, COLORADO 80202

STATE OF WYOMING

SS.

Wyoming Individual

County of Sublette

On this 16th day of April, 1973, before me personally appeared

James H. Luce and Shirley B. Luce

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 effect of signing and acknowledging the said instrument.

Given under my hand and seal this 16th day of April, A.D., 1973.

My commission expires Oct 1, 1976

Notary Public.

STATE OF WYOMING

SS.

Wyoming Individual

County of

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 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 effect of signing and acknowledging the said instrument.

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

My commission expires

Notary Public.

STATE OF WYOMING

SS.

Wyoming Corporation

County of

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

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

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Clarence I. Justheim

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor

James F. Mickelson and Mae E. Mickelson, their heirs, assigns and legal representatives,
all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas
mining lease, made and entered into by and between James F. Mickelson and Mae E. Mickelson
and Clarence I. Justheim

as lessee _____, dated the 29th day of July 19 60, insofar as same covers the following
described land, to-wit:

Township 30 North, Range 111 West, 6th P.M.
Section 19: W $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

Township 30 North, Range 112 West, 6th P.M.
Section 12: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 24: E $\frac{1}{2}$ E $\frac{1}{2}$

135946

RECORDED May 3 19 73 9:00 A M
IN BOOK 49 Oil & Gas PAGE 271
ES \$ 2⁰⁰ anne R Clark COUNTY CLERK
SUSLETTE COUNTY, PINEDALE, WYOMING

By David J. Lake Deputy

Section 19, Township 30 North, Range 111 West, and containing 840.00
acres, situated in the County of Suslette and State of Wyoming, said lease being
recorded in the office of the Recorder of Deeds in and for said county, in Book OGL Record 29 Page 466

Executed this 19th day of April, 19 73.

Clarence I. Justheim
Clarence I. Justheim
Suite 709 Walker Bank Building
Salt Lake City, Utah 84111

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th
day of April, 19 73, personally appeared Clarence I. Justheim

and _____, to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires April 21, 1973

Kathryn C. Bradford
Notary Public.

State of _____ } ss.
County of _____ }

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19 _____

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Justheim Petroleum Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor

James Francis Mickelson and Mae E. Mickelson, their _____ heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between James Francis Mickelson and Mae E. Mickelson and Justheim Petroleum Company

as lessee _____, dated the 21st day of June 19 67, insofar as same covers the following described land, to-wit:

Township 30 North, Range 112 West, 6th P.M.

Section 9: SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 10: S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ Section 11: SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 12: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ Section 14: N $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ Section 15: E $\frac{1}{2}$ Section 23: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and 2 Acres in NW Corner of NE $\frac{1}{4}$ Section 24: E $\frac{1}{2}$ E $\frac{1}{2}$

Township 30 North, Range 111 West, 6th P.M.

Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, 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 19~~ _____, ~~Section 19~~ _____, ~~Section 19~~ _____, and containing 2641.53 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book OG Record 41 Page 455.

Executed this 19th day of April, 19 73.

Attest:

Assistant Secretary

JUSTHEIM PETROLEUM COMPANY

By:

STATE OF _____

COUNTY OF _____

ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

135947

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____

day of _____, 19_____, personally appeared _____

and _____

_____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

State of UTAHCounty of SALT LAKE

ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 19th day of April, A. D. 19 73, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the President of Justheim Petroleum Company

_____ 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

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

Witness my hand and seal this 19th day of April, A. D. 19 73

My Commission expires April 21, 1973

Notary Public.

Producers 88 Spec. - C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 3d day of April, 1973 by and between

Theresa Decker, a widow
of LaBarge, Wyoming 83123 (Box 22)

Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS

(3 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P. M.
Section 4: Lot 8, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

ACRES, more or less. 167.86

It is agreed that this lease shall remain in force for a term of ~~ten~~ eight (8) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at

Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty Seven and 86/100 - - - - - DOLLARS, which shall operate as a rental and cover the

privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:
Theresa Decker (SEAL)
Theresa Decker (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Received Cash
49 Oct 4 1973 346

STATE OF Wyoming
COUNTY OF Lincoln ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3d
day of April, 19 73, personally appeared Theresa Decker, a widow

to me known to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires F. H. MERBACK — Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1976

State of _____
County of _____ ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____
County of _____ ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public.

My Commission expires _____

No. 135948

FROM

TO

Dated _____, 19____.

No. Acres _____

Lincoln County

This instrument was filed for record on the 13th

day of May, 19 73, at

9:00 o'clock A. M., and duly recorded in

Volume 49 Page 273

Dist. Sec. of the records of this office. # 3.00

Alice R. Black County Clerk.

W. J. Zinke Deputy.

When recorded return to

AGREEMENT, Made and entered into this 3d day of April, 1973 by and between
Elizabeth Chapel, a widow
of Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and No/100 - - - - - DOLLARS
(\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

State of

Wyoming, described as follows, to-wit

Township 28 North, Range 112 West, 6th P. M.

Section 24: Lots 9, 11, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 25: Lots 2, 5, N $\frac{1}{4}$ W $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 26: Lots 1, 7

294.27
and containing (8) and containing acres, more or less.

It is agreed that this lease shall remain in force for a term of years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date

shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at

Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Two Hundred Ninety Four and 27/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessor has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Elizabeth Chapel

Elizabeth Chapel

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th
day of April, 19 73, personally appeared Elizabeth Chapel, a widow

to me known to be the identical person described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires F. H. MERBACK — Notary Public

County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1978

F. H. Merback
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

My Commission expires _____

No. 135949

FROM

TO

19____

Dated _____

No. Acres _____

County _____

This instrument was filed for record on the 13th

day of May, 19 73, at

9:00 o'clock A. M., and duly recorded in

Volume 49 Page 275

City Gas of the records of this office.

By Carrie R. Clark County Clerk.

Lawrence J. Clark Deputy.

When recorded return to _____

OIL AND GAS LEASE

5th April 73
AGREEMENT, Made and entered into this 5th day of April, 1973, by and between
James Francis Mickelson and Mae E. Mickelson, husband and wife

of Box 190, Big Piney, Wyoming 83113 hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and No/100 - - - - - DOLLARS
(\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette State of Wyoming, described as follows, to-wit:
Township 30 North, Range 112 West, 6th P. M.
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 6: Lot 7, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 7: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 9: NE $\frac{1}{4}$ SE $\frac{1}{4}$
Township 31 North, Range 113 West, 6th P. M.
Section 34: S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 35: NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Township 30 North, Range 113 West, 6th P. M.
Section 1: S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 2: Lot 1
Section 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$

XXXXXX XXXXXX Range eight (8) and containing 1151.38 acres, more or less.
It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Thousand One Hundred Fifty One and 38/100 - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessee owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

James Francis Mickelson (SEAL)
Mae E. Mickelson (SEAL)

STATE OF Wyoming
COUNTY OF Sublette ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

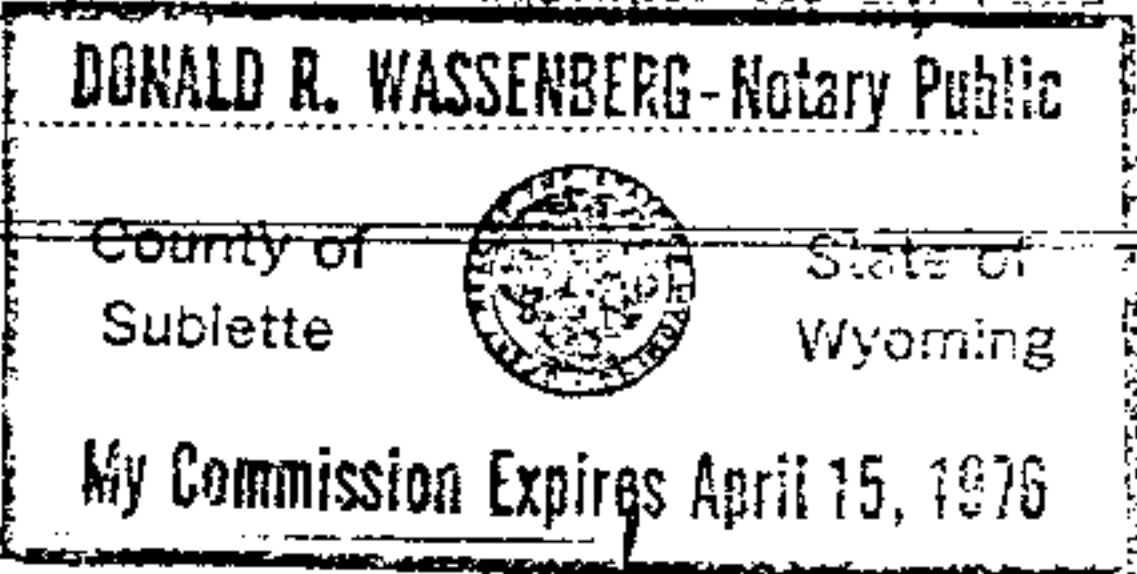
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 77
day of April, 1973, personally appeared James Francis Mickelson

and Mae E. Mickelson, husband and wife

to me known to be the identical person S described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires



Donald R. Wassenberg
Notary Public.

State of

County of

The foregoing instrument was acknowledged before me this _____ day of _____ 19____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL) _____ Notary Public.

My Commission expires _____

No. 135950

FROM

TO

Dated _____, 19____

No. Acres

County

This instrument was filed for record on the 23rd

day of May, 1973, at

9:00 o'clock A. M., and duly recorded in

Volume 49 Page 227

Vol. 49 of the records of this office. 4.00

Ann R. Clark County Clerk.

Deputy Deputy.

When recorded return to

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of April, 1973 by and between
James Francis Mickelson and Mae E. Mickelson, husband and wife

of Box 190, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - Dollars (\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P. M.
Section 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 21: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 22: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Assigned
53049 Pg 129

eight (8) and containing 680 acres, more or less.

It is agreed that this lease shall remain in force for a term of 10 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Six Hundred Eighty and No/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If the lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assignee, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:
James Francis Mickelson (SEAL)
Mae E. Mickelson (SEAL)
Mae E. Mickelson (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th
day of April, 1973, personally appeared James Francis Mickelson

and Mae E. Mickelson, husband and wife

to me known to be the identical person s described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires DONALD R. WASSENBERG - Notary Public

Donald R. Wassenberg
Notary Public.

County of Sublette State of Wyoming



My Commission Expires April 15, 1976

State of

County of

The foregoing instrument was acknowledged before me this _____ day of _____ 19____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

My Commission expires _____

No. 135951

FROM

TO

19____

ated _____

o. Acres _____

County _____

This instrument was filed for record on the 3rd

day of May, 1973, at

9:00 o'clock A. M., and duly recorded in

volume 49 Page 279

Lib + Exp of the records of this office. 3⁰⁹

Anna R. Clark County Clerk.

L. J. G. G. G. Deputy.

When recorded return to _____

Producers 88 Spec. - C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 3d day of April, 1973, by and between
Monte Morris, a single man

of Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2375, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS
(\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 111 West, 6th P. M.
Section 31: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, less 10 acres described as Town Blocks 1, 2, 3, 4, in the Corporate limits of Big Piney, Wyoming
Section 32: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

Township 29 North, Range 111 West, 6th P. M.
Section 6: Lot 1 (39.58 acres), SE $\frac{1}{4}$ NE $\frac{1}{4}$

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ eight (8) and containing 509.58 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessor's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at

Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of FiveHundred Nine and 58/100 - (\$509.58) - - - - - DOLLARS, which shall operate as a rental and cover the

privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and he subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

 (SEAL)
Monte Morris (SEAL)

(SEAL)

(SEAL)

(SEAL)

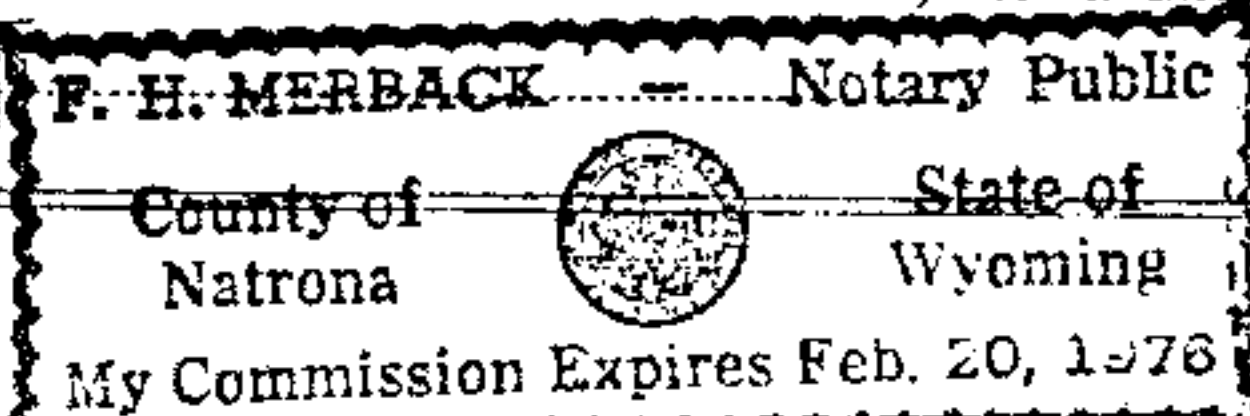
STATE OF Wyoming
COUNTY OF Sublette ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd
day of April, 19 73, personally appeared Monte Morris, a single man

and
to me known to be the identical person described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires F. H. MERBACK Notary Public



F. H. Merback
Notary Public.

State of _____
County of _____ ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____
County of _____ ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL) _____ Notary Public.

My Commission expires _____

No. 135952

FROM

TO

ated _____, 19____

o. Acres.

County.

This instrument was filed for record on the 3rd

of May, 19 73, at

9:00 o'clock A. M., and duly recorded in

Volume 49 of Books Page 281

of the records of this office. 3⁰⁰

Anna R. Clark County Clerk.

Deputy.

Anna R. Clark

When recorded return to

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2d day of April, 1973, by and between
George Milleg and Lillian Violet Curtiss Milleg, husband and wife
of Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS
(\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to
be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive
right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines,
telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products,
and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges
necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casing-
head gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of
Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P. M.

Section 35: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 36: NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

~~Section 35~~ ~~Section 36~~ ~~Section 37~~ ~~Section 38~~ ~~Section 39~~ ~~Section 40~~ ~~Section 41~~ ~~Section 42~~ ~~Section 43~~ ~~Section 44~~ ~~Section 45~~ ~~Section 46~~ ~~Section 47~~ ~~Section 48~~ ~~Section 49~~ ~~Section 50~~ ~~Section 51~~ ~~Section 52~~ ~~Section 53~~ ~~Section 54~~ ~~Section 55~~ ~~Section 56~~ ~~Section 57~~ ~~Section 58~~ ~~Section 59~~ ~~Section 60~~ ~~Section 61~~ ~~Section 62~~ ~~Section 63~~ ~~Section 64~~ ~~Section 65~~ ~~Section 66~~ ~~Section 67~~ ~~Section 68~~ ~~Section 69~~ ~~Section 70~~ ~~Section 71~~ ~~Section 72~~ ~~Section 73~~ ~~Section 74~~ ~~Section 75~~ ~~Section 76~~ ~~Section 77~~ ~~Section 78~~ ~~Section 79~~ ~~Section 80~~ ~~Section 81~~ ~~Section 82~~ ~~Section 83~~ ~~Section 84~~ ~~Section 85~~ ~~Section 86~~ ~~Section 87~~ ~~Section 88~~ ~~Section 89~~ ~~Section 90~~ ~~Section 91~~ ~~Section 92~~ ~~Section 93~~ ~~Section 94~~ ~~Section 95~~ ~~Section 96~~ ~~Section 97~~ ~~Section 98~~ ~~Section 99~~ ~~Section 100~~ ~~Section 101~~ ~~Section 102~~ ~~Section 103~~ ~~Section 104~~ ~~Section 105~~ ~~Section 106~~ ~~Section 107~~ ~~Section 108~~ ~~Section 109~~ ~~Section 110~~ ~~Section 111~~ ~~Section 112~~ ~~Section 113~~ ~~Section 114~~ ~~Section 115~~ ~~Section 116~~ ~~Section 117~~ ~~Section 118~~ ~~Section 119~~ ~~Section 120~~ ~~Section 121~~ ~~Section 122~~ ~~Section 123~~ ~~Section 124~~ ~~Section 125~~ ~~Section 126~~ ~~Section 127~~ ~~Section 128~~ ~~Section 129~~ ~~Section 130~~ ~~Section 131~~ ~~Section 132~~ ~~Section 133~~ ~~Section 134~~ ~~Section 135~~ ~~Section 136~~ ~~Section 137~~ ~~Section 138~~ ~~Section 139~~ ~~Section 140~~ ~~Section 141~~ ~~Section 142~~ ~~Section 143~~ ~~Section 144~~ ~~Section 145~~ ~~Section 146~~ ~~Section 147~~ ~~Section 148~~ ~~Section 149~~ ~~Section 150~~ ~~Section 151~~ ~~Section 152~~ ~~Section 153~~ ~~Section 154~~ ~~Section 155~~ ~~Section 156~~ ~~Section 157~~ ~~Section 158~~ ~~Section 159~~ ~~Section 160~~ ~~Section 161~~ ~~Section 162~~ ~~Section 163~~ ~~Section 164~~ ~~Section 165~~ ~~Section 166~~ ~~Section 167~~ ~~Section 168~~ ~~Section 169~~ ~~Section 170~~ ~~Section 171~~ ~~Section 172~~ ~~Section 173~~ ~~Section 174~~ ~~Section 175~~ ~~Section 176~~ ~~Section 177~~ ~~Section 178~~ ~~Section 179~~ ~~Section 180~~ ~~Section 181~~ ~~Section 182~~ ~~Section 183~~ ~~Section 184~~ ~~Section 185~~ ~~Section 186~~ ~~Section 187~~ ~~Section 188~~ ~~Section 189~~ ~~Section 190~~ ~~Section 191~~ ~~Section 192~~ ~~Section 193~~ ~~Section 194~~ ~~Section 195~~ ~~Section 196~~ ~~Section 197~~ ~~Section 198~~ ~~Section 199~~ ~~Section 200~~ ~~Section 201~~ ~~Section 202~~ ~~Section 203~~ ~~Section 204~~ ~~Section 205~~ ~~Section 206~~ ~~Section 207~~ ~~Section 208~~ ~~Section 209~~ ~~Section 210~~ ~~Section 211~~ ~~Section 212~~ ~~Section 213~~ ~~Section 214~~ ~~Section 215~~ ~~Section 216~~ ~~Section 217~~ ~~Section 218~~ ~~Section 219~~ ~~Section 220~~ ~~Section 221~~ ~~Section 222~~ ~~Section 223~~ ~~Section 224~~ ~~Section 225~~ ~~Section 226~~ ~~Section 227~~ ~~Section 228~~ ~~Section 229~~ ~~Section 230~~ ~~Section 231~~ ~~Section 232~~ ~~Section 233~~ ~~Section 234~~ ~~Section 235~~ ~~Section 236~~ ~~Section 237~~ ~~Section 238~~ ~~Section 239~~ ~~Section 240~~ ~~Section 241~~ ~~Section 242~~ ~~Section 243~~ ~~Section 244~~ ~~Section 245~~ ~~Section 246~~ ~~Section 247~~ ~~Section 248~~ ~~Section 249~~ ~~Section 250~~ ~~Section 251~~ ~~Section 252~~ ~~Section 253~~ ~~Section 254~~ ~~Section 255~~ ~~Section 256~~ ~~Section 257~~ ~~Section 258~~ ~~Section 259~~ ~~Section 260~~ ~~Section 261~~ ~~Section 262~~ ~~Section 263~~ ~~Section 264~~ ~~Section 265~~ ~~Section 266~~ ~~Section 267~~ ~~Section 268~~ ~~Section 269~~ ~~Section 270~~ ~~Section 271~~ ~~Section 272~~ ~~Section 273~~ ~~Section 274~~ ~~Section 275~~ ~~Section 276~~ ~~Section 277~~ ~~Section 278~~ ~~Section 279~~ ~~Section 280~~ ~~Section 281~~ ~~Section 282~~ ~~Section 283~~ ~~Section 284~~ ~~Section 285~~ ~~Section 286~~ ~~Section 287~~ ~~Section 288~~ ~~Section 289~~ ~~Section 290~~ ~~Section 291~~ ~~Section 292~~ ~~Section 293~~ ~~Section 294~~ ~~Section 295~~ ~~Section 296~~ ~~Section 297~~ ~~Section 298~~ ~~Section 299~~ ~~Section 300~~ ~~Section 301~~ ~~Section 302~~ ~~Section 303~~ ~~Section 304~~ ~~Section 305~~ ~~Section 306~~ ~~Section 307~~ ~~Section 308~~ ~~Section 309~~ ~~Section 310~~ ~~Section 311~~ ~~Section 312~~ ~~Section 313~~ ~~Section 314~~ ~~Section 315~~ ~~Section 316~~ ~~Section 317~~ ~~Section 318~~ ~~Section 319~~ ~~Section 320~~ ~~Section 321~~ ~~Section 322~~ ~~Section 323~~ ~~Section 324~~ ~~Section 325~~ ~~Section 326~~ ~~Section 327~~ ~~Section 328~~ ~~Section 329~~ ~~Section 330~~ ~~Section 331~~ ~~Section 332~~ ~~Section 333~~ ~~Section 334~~ ~~Section 335~~ ~~Section 336~~ ~~Section 337~~ ~~Section 338~~ ~~Section 339~~ ~~Section 340~~ ~~Section 341~~ ~~Section 342~~ ~~Section 343~~ ~~Section 344~~ ~~Section 345~~ ~~Section 346~~ ~~Section 347~~ ~~Section 348~~ ~~Section 349~~ ~~Section 350~~ ~~Section 351~~ ~~Section 352~~ ~~Section 353~~ ~~Section 354~~ ~~Section 355~~ ~~Section 356~~ ~~Section 357~~ ~~Section 358~~ ~~Section 359~~ ~~Section 360~~ ~~Section 361~~ ~~Section 362~~ ~~Section 363~~ ~~Section 364~~ ~~Section 365~~ ~~Section 366~~ ~~Section 367~~ ~~Section 368~~ ~~Section 369~~ ~~Section 370~~ ~~Section 371~~ ~~Section 372~~ ~~Section 373~~ ~~Section 374~~ ~~Section 375~~ ~~Section 376~~ ~~Section 377~~ ~~Section 378~~ ~~Section 379~~ ~~Section 380~~ ~~Section 381~~ ~~Section 382~~ ~~Section 383~~ ~~Section 384~~ ~~Section 385~~ ~~Section 386~~ ~~Section 387~~ ~~Section 388~~ ~~Section 389~~ ~~Section 390~~ ~~Section 391~~ ~~Section 392~~ ~~Section 393~~ ~~Section 394~~ ~~Section 395~~ ~~Section 396~~ ~~Section 397~~ ~~Section 398~~ ~~Section 399~~ ~~Section 400~~ ~~Section 401~~ ~~Section 402~~ ~~Section 403~~ ~~Section 404~~ ~~Section 405~~ ~~Section 406~~ ~~Section 407~~ ~~Section 408~~ ~~Section 409~~ ~~Section 410~~ ~~Section 411~~ ~~Section 412~~ ~~Section 413~~ ~~Section 414~~ ~~Section 415~~ ~~Section 416~~ ~~Section 417~~ ~~Section 418~~ ~~Section 419~~ ~~Section 420~~ ~~Section 421~~ ~~Section 422~~ ~~Section 423~~ ~~Section 424~~ ~~Section 425~~ ~~Section 426~~ ~~Section 427~~ ~~Section 428~~ ~~Section 429~~ ~~Section 430~~ ~~Section 431~~ ~~Section 432~~ ~~Section 433~~ ~~Section 434~~ ~~Section 435~~ ~~Section 436~~ ~~Section 437~~ ~~Section 438~~ ~~Section 439~~ ~~Section 440~~ ~~Section 441~~ ~~Section 442~~ ~~Section 443~~ ~~Section 444~~ ~~Section 445~~ ~~Section 446~~ ~~Section 447~~ ~~Section 448~~ ~~Section 449~~ ~~Section 450~~ ~~Section 451~~ ~~Section 452~~ ~~Section 453~~ ~~Section 454~~ ~~Section 455~~ ~~Section 456~~ ~~Section 457~~ ~~Section 458~~ ~~Section 459~~ ~~Section 460~~ ~~Section 461~~ ~~Section 462~~ ~~Section 463~~ ~~Section 464~~ ~~Section 465~~ ~~Section 466~~ ~~Section 467~~ ~~Section 468~~ ~~Section 469~~ ~~Section 470~~ ~~Section 471~~ ~~Section 472~~ ~~Section 473~~ ~~Section 474~~ ~~Section 475~~ ~~Section 476~~ ~~Section 477~~ ~~Section 478~~ ~~Section 479~~ ~~Section 480~~ ~~Section 481~~ ~~Section 482~~ ~~Section 483~~ ~~Section 484~~ ~~Section 485~~ ~~Section 486~~ ~~Section 487~~ ~~Section 488~~ ~~Section 489~~ ~~Section 490~~ ~~Section 491~~ ~~Section 492~~ ~~Section 493~~ ~~Section 494~~ ~~Section 495~~ ~~Section 496~~ ~~Section 497~~ ~~Section 498~~ ~~Section 499~~ ~~Section 500~~ ~~Section 501~~ ~~Section 502~~ ~~Section 503~~ ~~Section 504~~ ~~Section 505~~ ~~Section 506~~ ~~Section 507~~ ~~Section 508~~ ~~Section 509~~ ~~Section 510~~ ~~Section 511~~ ~~Section 512~~ ~~Section 513~~ ~~Section 514~~ ~~Section 515~~ ~~Section 516~~ ~~Section 517~~ ~~Section 518~~ ~~Section 519~~ ~~Section 520~~ ~~Section 521~~ ~~Section 522~~ ~~Section 523~~ ~~Section 524~~ ~~Section 525~~ ~~Section 526~~ ~~Section 527~~ ~~Section 528~~ ~~Section 529~~ ~~Section 530~~ ~~Section 531~~ ~~Section 532~~ ~~Section 533~~ ~~Section 534~~ ~~Section 535~~ ~~Section 536~~ ~~Section 537~~ ~~Section 538~~ ~~Section 539~~ ~~Section 540~~ ~~Section 541~~ ~~Section 542~~ ~~Section 543~~ ~~Section 544~~ ~~Section 545~~ ~~Section 546~~ ~~Section 547~~ ~~Section 548~~ ~~Section 549~~ ~~Section 550~~ ~~Section 551~~ ~~Section 552~~ ~~Section 553~~ ~~Section 554~~ ~~Section 555~~ ~~Section 556~~ ~~Section 557~~ ~~Section 558~~ ~~Section 559~~ ~~Section 560~~ ~~Section 561~~ ~~Section 562~~ ~~Section 563~~ ~~Section 564~~ ~~Section 565~~ ~~Section 566~~ ~~Section 567~~ ~~Section 568~~ ~~Section 569~~ ~~Section 570~~ ~~Section 571~~ ~~Section 572~~ ~~Section 573~~ ~~Section 574~~ ~~Section 575~~ ~~Section 576~~ ~~Section 577~~ ~~Section 578~~ ~~Section 579~~ ~~Section 580~~ ~~Section 581~~ ~~Section 582~~ ~~Section 583~~ ~~Section 584~~ ~~Section 585~~ ~~Section 586~~ ~~Section 587~~ ~~Section 588~~ ~~Section 589~~ ~~Section 590~~ ~~Section 591~~ ~~Section 592~~ ~~Section 593~~ ~~Section 594~~ ~~Section 595~~ ~~Section 596~~ ~~Section 597~~ ~~Section 598~~ ~~Section 599~~ ~~Section 600~~ ~~Section 601~~ ~~Section 602~~ ~~Section 603~~ ~~Section 604~~ ~~Section 605~~ ~~Section 606~~ ~~Section 607~~ ~~Section 608~~ ~~Section 609~~ ~~Section 610~~ ~~Section 611~~ ~~Section 612~~ ~~Section 613~~ ~~Section 614~~ ~~Section 615~~ ~~Section 616~~ ~~Section 617~~ ~~Section 618~~ ~~Section 619~~ ~~Section 620~~ ~~Section 621~~ ~~Section 622~~ ~~Section 623~~ ~~Section 624~~ ~~Section 625~~ ~~Section 626~~ ~~Section 627~~ ~~Section 628~~ ~~Section 629~~ ~~Section 630~~ ~~Section 631~~ ~~Section 632~~ ~~Section 633~~ ~~Section 634~~ ~~Section 635~~ ~~Section 636~~ ~~Section 637~~ ~~Section 638~~ ~~Section 639~~ ~~Section 640~~ ~~Section 641~~ ~~Section 642~~ ~~Section 643~~ ~~Section 644~~ ~~Section 645~~ ~~Section 646~~ ~~Section 647~~ ~~Section 648~~ ~~Section 649~~ ~~Section 650~~ ~~Section 651~~ ~~Section 652~~ ~~Section 653~~ ~~Section 654~~ ~~Section 655~~ ~~Section 656~~ ~~Section 657~~ ~~Section 658~~ ~~Section 659~~ ~~Section 660~~ ~~Section 661~~ ~~Section 662~~ ~~Section 663~~ ~~Section 664~~ ~~Section 665~~ ~~Section 666~~ ~~Section 667~~ ~~Section 668~~ ~~Section 669~~ ~~Section 670~~ ~~Section 671~~ ~~Section 672~~ ~~Section 673~~ ~~Section 674~~ ~~Section 675~~ ~~Section 676~~ ~~Section 677~~ ~~Section 678~~ ~~Section 679~~ ~~Section 680~~ ~~Section 681~~ ~~Section 682~~ ~~Section 683~~ ~~Section 684~~ ~~Section 685~~ ~~Section 686~~ ~~Section 687~~ ~~Section 688~~ ~~Section 689~~ ~~Section 690~~ ~~Section 691~~ ~~Section 692~~ ~~Section 693~~ ~~Section 694~~ ~~Section 695~~ ~~Section 696~~ ~~Section 697~~ ~~Section 698~~ ~~Section 699~~ ~~Section 700~~ ~~Section 701~~ ~~Section 702~~ ~~Section 703~~ ~~Section 704~~ ~~Section 705~~ ~~Section 706~~ ~~Section 707~~ ~~Section 708~~ ~~Section 709~~ ~~Section 710~~ ~~Section 711~~ ~~Section 712~~ ~~Section 713~~ ~~Section 714~~ ~~Section 715~~ ~~Section 716~~ ~~Section 717~~ ~~Section 718~~ ~~Section 719~~ ~~Section 720~~ ~~Section 721~~ ~~Section 722~~ ~~Section 723~~ ~~Section 724~~ ~~Section 725~~ ~~Section 726~~ ~~Section 727~~ ~~Section 728~~ ~~Section 729~~ ~~Section 730~~ ~~Section 731~~ ~~Section 732~~ ~~Section 733~~ ~~Section 734~~ ~~Section 735~~ ~~Section 736~~ ~~Section 737~~ ~~Section 738~~ ~~Section 739~~ ~~Section 740~~ ~~Section 741~~ ~~Section 742~~ ~~Section 743~~ ~~Section 744~~ ~~Section 745~~ ~~Section 746~~ ~~Section 747~~ ~~Section 748~~ ~~Section 749~~ ~~Section 750~~ ~~Section 751~~ ~~Section 752~~ ~~Section 753~~ ~~Section 754~~ ~~Section 755~~ ~~Section 756~~ ~~Section 757~~ ~~Section 758~~ ~~Section 759~~ ~~Section 760~~ ~~Section 761~~ ~~Section 762~~ ~~Section 763~~ ~~Section 764~~ ~~Section 765~~ ~~Section 766~~ ~~Section 767~~ ~~Section 768~~ ~~Section 769~~ ~~Section 770~~ ~~Section 771~~ ~~Section 772~~ ~~Section 773~~ ~~Section 774~~ ~~Section 775~~ ~~Section 776~~ ~~Section 777~~ ~~Section 778~~ ~~Section 779~~ ~~Section 780~~ ~~Section 781~~ ~~Section 782~~ ~~Section 783~~ ~~Section 784~~ ~~Section 785~~ ~~Section 786~~ ~~Section 787~~ ~~Section 788~~ ~~Section 789~~ ~~Section 790~~ ~~Section 791~~ ~~Section 792~~ ~~Section 793~~ ~~Section 794~~ ~~Section 795~~ ~~Section 796~~ ~~Section 797~~ ~~Section 798~~ ~~Section 799~~ ~~Section 800~~ ~~Section 801~~ ~~Section 802~~ ~~Section 803~~ ~~Section 804~~ ~~Section 805~~ ~~Section 806~~ ~~Section 807~~ ~~Section 808~~ ~~Section 809~~ ~~Section 810~~ ~~Section 811~~ ~~Section 812~~ ~~Section 813~~ ~~Section 814~~ ~~Section 815~~ ~~Section 816~~ ~~Section 817~~ ~~Section 818~~ ~~Section 819~~ ~~Section 820~~ ~~Section 821~~ ~~Section 822~~ ~~Section 823~~ ~~Section 824~~ ~~Section 825~~ ~~Section 826~~ ~~Section 827~~ ~~Section 828~~ ~~Section 829~~ ~~Section 830~~ ~~Section 831~~ ~~Section 832~~ ~~Section 833~~ ~~Section 834~~ ~~Section 835~~ ~~Section 836~~ ~~Section 837~~ ~~Section 838~~ ~~Section 839~~ ~~Section 840~~ ~~Section 841~~ ~~Section 842~~ ~~Section 843~~ ~~Section 844~~ ~~Section 845~~ ~~Section 846~~ ~~Section 847~~ ~~Section 848~~ ~~Section 849~~ ~~Section 850~~ ~~Section 851~~ ~~Section 852~~ ~~Section 853~~ ~~Section 854~~ ~~Section 855~~ ~~Section 856~~ ~~Section 857~~ ~~Section 858~~ ~~Section 859~~ ~~Section 860~~ ~~Section 861~~ ~~Section 862~~ ~~Section 863~~ ~~Section 864~~ ~~Section 865~~ ~~Section 866~~ ~~Section 867~~ ~~Section 868~~ ~~Section 869~~ ~~Section 870~~ ~~Section 871~~ ~~Section 872~~ ~~Section 873~~ ~~Section 874~~ ~~Section 875~~ ~~Section 876~~ ~~Section 877~~ ~~Section 878~~ ~~Section 879~~ ~~Section 880~~ ~~Section 881~~ ~~Section 882~~ ~~Section 883~~ ~~Section 884~~ ~~Section 885~~ ~~Section 886~~ ~~Section 887~~ ~~Section 888~~ ~~Section 889~~ ~~Section 890~~ ~~Section 891~~ ~~Section 892~~ ~~Section 893~~ ~~Section 894~~ ~~Section 895~~ ~~Section 896~~ ~~Section 897~~ ~~Section 898~~ ~~Section 899~~ ~~Section 900~~ ~~Section 901~~ ~~Section 902~~ ~~Section 903~~ ~~Section 904~~ ~~Section 905~~ ~~Section 906~~ ~~Section 907~~ ~~Section 908~~ ~~Section 909~~ ~~Section 910~~ ~~Section 911~~ ~~Section 912~~ ~~Section 913~~ ~~Section 914~~ ~~Section 915~~ ~~Section 916~~ ~~Section 917~~ ~~Section 918~~ ~~Section 919~~ ~~Section 920~~ ~~Section 921~~ ~~Section 922~~ ~~Section 923~~ ~~Section 924~~ ~~Section 925~~ ~~Section 926~~ ~~Section 927~~ ~~Section 928~~ ~~Section 929~~ ~~Section 930~~ ~~Section 931~~ ~~Section 932~~ ~~Section 933~~ ~~Section 934~~ ~~Section 935~~ ~~Section 936~~ ~~Section 937~~ ~~Section 938~~ ~~Section 939~~ ~~Section 940~~ ~~Section 941~~ ~~Section 942~~ ~~Section 943~~ ~~Section 944~~ ~~Section 945~~ ~~Section 946~~ ~~Section 947~~ ~~Section 948~~ ~~Section 949~~ ~~Section 950~~ ~~Section 951~~ ~~Section 952~~ ~~Section 953~~ ~~Section 954~~ ~~Section 955~~ ~~Section 956~~ ~~Section 957~~ ~~Section 958~~ ~~Section 959~~ ~~Section 960~~ ~~Section 961~~ ~~Section 962~~ ~~Section 963~~ ~~Section 964~~ ~~Section 965~~ ~~Section 966~~ ~~Section 967~~ ~~Section 968~~ ~~Section 969~~ ~~Section 970~~ ~~Section 971~~ ~~Section 972~~ ~~Section 973~~ ~~Section 974~~ ~~Section 975~~ ~~Section 976~~ ~~Section 977~~ ~~Section 978~~ ~~Section 979~~ ~~Section 980~~ ~~Section 981~~ ~~Section 982~~ ~~Section 983~~ ~~Section 984~~ ~~Section 985~~ ~~Section 986~~ ~~Section 987~~ ~~Section 988~~ ~~Section 989~~ ~~Section 990~~ ~~Section 991~~ ~~Section 992~~ ~~Section 993~~ ~~Section 994~~ ~~Section 995~~ ~~Section 996~~ ~~Section 997~~ ~~Section 998~~ ~~Section 999~~ ~~Section 1000~~ ~~Section 1001~~ ~~Section 1002~~ ~~Section 1003~~ ~~Section 1004~~ ~~Section 1005~~ ~~Section 1006~~ ~~Section 1007~~ ~~Section 1008~~ ~~Section 1009~~ ~~Section 1010~~ ~~Section 1011~~ ~~Section 1012~~ ~~Section 1013~~ ~~Section 1014~~ ~~Section 1015~~ ~~Section 1016~~ ~~Section 1017~~ ~~Section 1018~~ ~~Section 1019~~ ~~Section 1020~~ ~~Section 1021~~ ~~Section 1022~~ ~~Section 1023~~ ~~Section 1024~~ ~~Section 1025~~ ~~Section 1026~~ ~~Section 1027~~ ~~Section 1028~~ ~~Section 1029~~ ~~Section 1030~~ ~~Section 1031~~ ~~Section 1032~~ ~~Section 1033~~ ~~Section 1034~~ ~~Section 1035~~ ~~Section 1036~~ ~~Section 1037~~ ~~Section 1038~~ ~~Section 1039~~ ~~Section 1040~~ ~~Section 1041~~ ~~Section 1042~~ ~~Section 1043~~ ~~Section 1044~~ ~~Section 1045~~ ~~Section 1046~~ ~~Section 1047~~ ~~Section 1048~~ ~~Section 1049~~ ~~Section 1050~~ ~~Section 1051~~ ~~Section 1052~~ ~~Section 1053~~ ~~Section 1054~~ ~~Section 1055~~ ~~Section 1056~~ ~~Section 1057~~ ~~Section 1058~~ ~~Section 1059~~ ~~Section 1060~~ ~~Section 1061~~ ~~Section 1062~~ ~~Section 1063~~ ~~Section 1064~~ ~~Section 1065~~ ~~Section 1066~~ ~~Section 1067~~ ~~Section 1068~~ ~~Section 1069~~ ~~Section 1070~~ ~~Section 1071~~ ~~Section 1072~~ ~~Section 1073~~ ~~Section 1074~~ ~~Section 1075~~ ~~Section 1076~~ ~~Section 1077~~ ~~Section 1078~~ ~~Section 1079~~ ~~Section 1080~~

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2d
day of April, 1973, personally appeared George Milleg

and Lillian Violet Curtiss Milleg, husband and wife

to me known to be the identical person S., described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires F. H. MERBACK Notary Public



F. H. Merback Notary Public.

State of _____

County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

State of _____ } ss.
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

My Commission expires: _____

No. 135253

FROM

TO

Dated _____, 19____

No. Acres _____ County _____

This instrument was filed for record on the 3rd

day of May, 1973, at

9:00 o'clock A. M., and duly recorded in

Volume 49 Page 283

Cliff & Son of the records of this office. 3.00

Carroll R. Black County Clerk.

By [Signature] Deputy.

When recorded return to _____

AGREEMENT, Made and entered into this 2d day of April, 1973, by and between James A. Greenwood, Jr. and Tharon M. Greenwood, also known as Tharon L. Greenwood and Tharon Lee Greenwood and Tharon M. Greenwood, husband and wife of Big Piney, Wyoming 83113 Thomas F. Stroock of P. O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

, State of

Wyoming, described as follows, to-wit

Township 30 North, Range 111 West, 6th P. M.

Section 32: N $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{2}$ Section 33: NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXX~~ eight (8) and containing 250 acres, more or less. It is agreed that this lease shall remain in force for a term of 20 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at

Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Two Hundred Fifty and No/100 - - - - - DOLLARS, which shall operate as a rental and cover the

privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assignee, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

James A. Greenwood, Jr. (SEAL)
Tharon M. Greenwood (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd
day of April, 19 73, personally appeared James A. Greenwood, Jr. and Tharon M. Greenwood,
a/k/a Tharon L. Greenwood, Tharon Lee Greenwood, husband and wife

~~next~~ to me known to be the identical person S. described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires F. H. MERBACK — Notary Public

County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1976

F. H. Merback
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19 _____

(SEAL)

Notary Public.

My Commission expires _____

No. 255951

FROM

TO

Dated _____, 19 _____

No. Acres Sublette County

This instrument was filed for record on the 3rd

day of May, 19 73, at

7:00 o'clock P. M., and duly recorded in

Volume 49 Page 285

Oil & Gas of the records of this office. 3.00

By Carol R. Cash County Clerk.

L. J. Dyke Deputy.

When recorded return to

KNOW ALL MEN BY THESE PRESENTS:

Township 30 North, Range 111 West, 6th P. M.

Section 32: $M\frac{1}{2}NE\frac{1}{2}SE\frac{1}{2}$
 Section 33: $NN\frac{1}{2}N\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $M\frac{1}{2}SE\frac{1}{4}$, $M\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
James A. Greenwood, Jr. and Tharon M. Greenwood	Big Piney, Wyoming 83113	\$ 140.00
Fear Ranches, Incorporated	Big Piney, Wyoming 83113	\$ 110.00

735955

RECORDED *May 3* 19 *73* *9:00 A.M.*
 IN BOOK *49 Oil & Gas* PAGE *287*
 FEE \$ *3* *Anne R. Clark* COUNTY CLERK
 SUBLETTE COUNTY, WYOMING
By Louis J. Gabe Deputy

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 2d day of April, 19 73.

WINGLESS BEEHIVE RANCHES, INCORPORATED

By: Marion E. Goss
Marion E. Goss, President

ATTACHED:
C. A. Fear, Jr., Secretary

James A. Greenwood, Jr. (SEAL)
James A. Greenwood, Jr.

_____ (SEAL)

Tharon M. Greenwood (SEAL)

STATE OF Wyoming)

INDIVIDUAL ACKNOWLEDGMENT

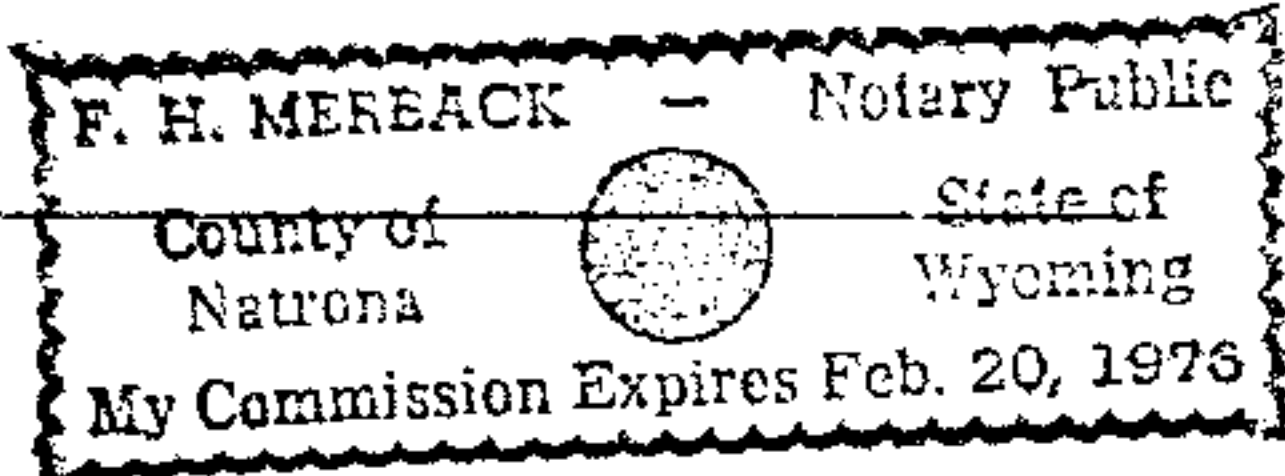
COUNTY OF Sublette)

SS.

I, F. H. Merback, a Notary Public in and for said County and State, do hereby certify that James A. Greenwood, Jr. and Sharon M. Greenwood, his wife, to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 2d day of April, 1973.

My Commission Expires:



F. H. Merback
Notary Public in and for said County and State,
residing at Casper, Wyoming

STATE OF _____)

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF _____)

SS.

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

Given under my hand and official seal this _____ day of _____, 19____.

My Commission Expires: _____

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

REPLICATION
AND
ORIGINAL DIVISION ORDER

From

To

When recorded, return to

STATE OF Wyoming)

CORPORATE ACKNOWLEDGMENT

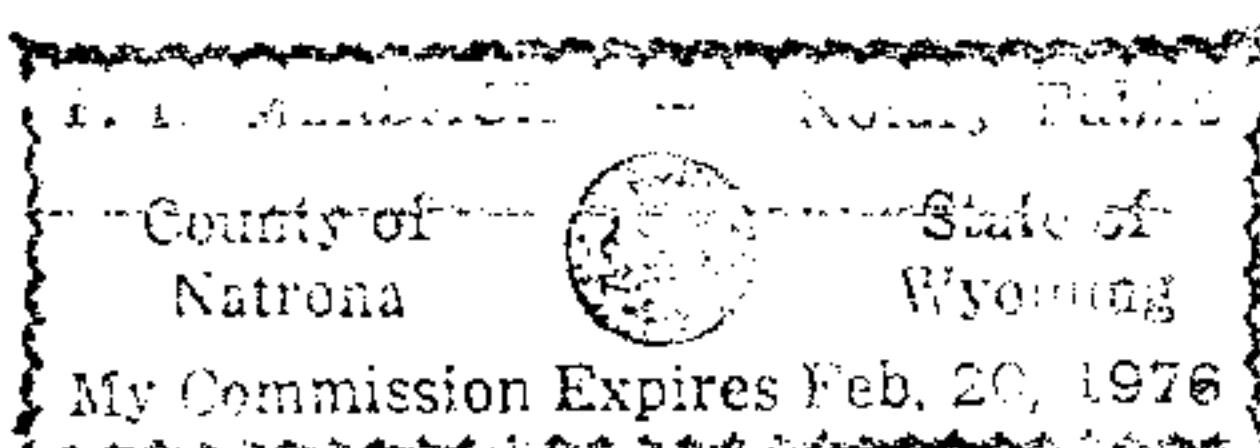
COUNTY OF Sublette)

SS.

I, F. H. Merback, a Notary Public in and for said County and State, do hereby certify that Kenneth Fear, to me personally known, and known to me to be the same person who executed the foregoing instrument as _____ President of Fear Ranches, Incorporated, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 2d day of April, 1973.

My Commission Expires:



F. H. Merback
Notary Public in and for said County and State,
residing at Casper, Wyoming

OIL AND GAS LEASE

289

AGREEMENT. Made and entered into this 2d day of April, 1973, by and between
Frank D. Ball III and Margaret C. Ball, husband and wife
of Box 788, Big Piney, Wyoming 83113

Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601

WITNESSETH: That the lessor, for and in consideration of Ten and No/100 - - - - - DOLLARS (\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming, described as follows, to-wit:
Township 30 North, Range 111 West, 6th P. M.
Section 29: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 32: N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$
Section 33: W $\frac{1}{2}$ NW $\frac{1}{4}$

~~Section 29~~ ~~Section 32~~ ~~Section 33~~ ~~containing~~ ~~8~~ and containing 640 acres, more or less.
It is agreed that this lease shall remain in force for a term of 500 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at

Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Six Hundred Forty and No/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:
Frank D. Ball III (SEAL)
Margaret C. Ball (SEAL)

STATE OF Wyoming
COUNTY OF Sublette

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2d
day of April, 19 73, personally appeared Frank D. Ball III

and Margaret C. Ball, husband and wife

to me known to be the identical person 8, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires F. H. MERBACK - Notary Public

County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1976

F. H. Merback

Notary Public.

State of _____

County of _____

ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____
County of _____ ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public.

My Commission expires _____

No. 135956

FROM

TO

Dated _____, 19_____,

No. Acres _____

County _____

This instrument was filed for record on the 3rd

day of April, 19 73, at

9:00 o'clock A. M., and duly recorded in

Volume 49 Page 287

File of the records of this office 300

By Anna R. Clark County Clerk.

Frank D. Ball III Deputy.

When recorded return to

AGREEMENT, Made and entered into this 3d day of April, 1973 by and between
Monte Morris, a single man

of Big Piney, Wyoming 83113 hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - Dollars
(\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to
be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive
right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines,
telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products,
and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges
necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casing-
head gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 111 West, 6th P. M.
Section 29: S $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{2}$
Section 32: N $\frac{1}{2}$ NW $\frac{1}{2}$, NE $\frac{1}{2}$
Section 33: W $\frac{1}{2}$ NW $\frac{1}{2}$

640
It is agreed that this lease shall remain in force for a term of eight (8) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any
of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas
is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being
continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from
the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such
oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not
sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The
lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own con-
nections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the
well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date
shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at

Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the
sum of Six Hundred Forty and No/100 - - - - - DOLLARS, which shall operate as a rental and cover the
privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may
be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof,
mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the priv-
ilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months
from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said
twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of
the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force
just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands
released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erec-
tion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating
adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided
shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied
covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee,
lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of
the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been
furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the
above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part
of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees
or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing,
in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said
parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any
mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor
hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms
of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be termi-
nated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law,
Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named
bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as
lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by
the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests
covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the
production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such
a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead
exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Monte Morris (SEAL)
Monte Morris (SEAL)

STATE OF Wyoming
COUNTY OF Sublette ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME the undersigned, a Notary Public, in and for said County and State, on this 3rd
day of April, 19 73, personally appeared Monte Morris, a single man

~~and~~ to me known to be the identical person described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires: F. H. MERBACK - Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1976

F. H. Merback
Notary Public.

State of _____
County of _____ ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____
County of _____ ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19 _____

(SEAL)

Notary Public.

My Commission expires _____

No. 135957

FROM

TO

19

Acres

County

This instrument was filed for record on the _____

of Sublette 19 73, at

9:00 o'clock A. M., and duly recorded in

June 49 Page 291

of the records of this office.

Quae R. Blase County Clerk.

Quae R. Blase Deputy.

When recorded return to

THIS AGREEMENT made this 28th day of March, 1973, between
Billie C. Milleg and Helen Milleg, Husband and Wife
of Big Piney, Wyoming

Lessor (whether one or more), and Amoco Production Company, Security Life Bldg., Denver, Colo. 80202
 Lessee, WITNESSETH: -----Ten and More-----Dollars

1. Lessor in consideration of \$10.00 & More, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, ~~whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and~~ housing its employees, the following described land in Sublette County, Wyoming, to-wit:

Township 29 North - Range 114 West
Section 24: E/2 NE/4

Township 29 North - Range 113 West
Section 18: Lot 4(40.80), N/2 SE/4, SW/4 SE/4, SE/4 SW/4
Section 19: Lot 1(40.91)

of Section XXXXXX Township XXXXXX, Range XXXXXX

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and ~~all other minerals~~ underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 321.71 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 8 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, ~~or other minerals~~ is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

State Bank of Big Piney, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Three Hundred Twenty-One and 71/100-----Dollars

(\$321.71), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in this wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Billie E Milleg
Billie C. Milleg

Helen Milleg
Helen Milleg

No. 135958	OIL, GAS AND MINERAL LEASE		Date	Section	Township	Range	County, Wyoming	No. of Acres	Term	STATE OF WYOMING	County of	ss.	This instrument was filed for record on the 3rd day of May, 1973 at 9:00 o'clock A. M., and duly recorded in book 49 City & Gas page 293 of the records of this office.	By <i>Aune R Clark</i> County Clerk—Register of Deeds.	Deputy <i>Eric J. Zuke</i>	Record and Mail to:	When recorded return to AMOCO PRODUCTION COMPANY SOCIETY LIFE BUILDING DENVER, COLORADO 80202
	FROM	TO															

STATE OF WYOMING

County of Sublette ss.

Wyoming Individual

On this 18th day of April, 1973, before me personally appeared Billie C. Milleg and Helen Milleg, 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 effect of signing and acknowledging the said instrument.

Given under my hand and Seal this 18th day of April, A.D., 1973

My commission expires

DONALD R. WASSENBERG - Notary Public

County of Sublette State of Wyoming

STATE OF WYOMING

County of Sublette My Commission Expires April 15, 1976

Wyoming Individual

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 _____ he _____ 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 effect of signing and acknowledging the said instrument.

Given under my hand and _____ this _____ day of _____, A.D., 19____

My commission expires

Notary Public.

STATE OF WYOMING

County of _____ ss.

Wyoming Corporation

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 _____ President of _____

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 _____

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

Given under my hand and _____ this _____ day of _____, A.D., 19____

My commission

Notary Public.

SUPPLEMENT TO OIL AND GAS LEASE

WHEREAS, LITTLE SANDY GRAZING ASSOCIATION, hereinafter called the "Lessors," (whether one or more), entered into an Oil and Gas Lease dated September 29, 19 72, with Ed Shepardson of Capital Life Center, of Denver, Colorado 80203, which Lease is recorded in Book 48 of Oil and Gas, on Page 561 of the records of Sublette County, Wyoming, and covers ~~xxx~~ /a part of/ the land described in the Real Estate Mortgage (or Trust Deed) hereinafter described.

WHEREAS, Ed Shepardson, of Capitol Life Center, Denver, Colorado 80203 is the present owner and holder of said Lease and is hereinafter referred to as "Lessee," (whether one or more).

WHEREAS, said premises are subject to the lien of a Real Estate Mortgage (or Trust Deed) hereinafter referred to as "Mortgage," in favor of UNITED STATES OF AMERICA, which mortgage secures the balance due in connection with a loan to the lessors for SIX HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 665,000.00) made or insured by the United States of America, acting by and through the Secretary of Agriculture or the Administrator of the Farmers Home Administration.

WHEREAS, said mortgage provides, among other things, that the mortgagors will not lease or encumber said premises or any interest therein without the written consent of the mortgagee.

NOW, THEREFORE, in consideration of the consent and approval of the mortgagee to the execution of the Oil and Gas Lease referred to above, it is agreed by the Lessee and the Lessors:

1. Lessee shall not use irrigation or domestic water from or on said lands either from wells of Lessors or from ditches, pipe lines or other sources of supply used or developed by the Lessors without first obtaining the written consent of the Lessors and the Government.

2. That if the agricultural use or value of the real property covered by said mortgage, including the irrigation system, if any, used by the Lessors, or any part thereof, is impaired or destroyed by reason of the use of said property by the Lessee under the terms and provisions of said Lease, or any amendment or supplement thereto, or extension or renewal thereof, that compensating payments will be made to the Lessors for such losses or damage.

3. Any notice of forfeiture for failure of the Lessee to perform the covenants and agreements contained in said Oil and Gas Lease shall be effective if given in writing by the Lessors to the Lessee by mailing such notice by registered mail to the Lessee at the following address:

ED SHEPARDSON
Capitol Life Center
Denver, Colorado 80203

4. The covenants and agreements contained herein shall be binding upon the heirs, successors and assigns of the Lessee.

OCC Denver-123
3/29/56

Except as amended by this agreement, said lease is to remain in full force and effect according to its terms and provisions.

IN WITNESS WHEREOF, the Lessors and the Lessee have executed this instrument on this 16 day of APRIL, 1973

(S E A L)

LITTLE SANDY GRAZING ASSOCIATION
(Lessor)
By Kenneth Fleener, President

Attest:

D. E. Eckley
Secretary
(Title)

Ed Shepardon
Ed Shepardon Lessee

ACKNOWLEDGMENT
(Lessor)

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss:

On this 19th day of April, 1973, before me appeared Kenneth Fleener, to me personally known, who being by me duly sworn did say that he is the President of LITTLE SANDY GRAZING ASSOCIATION, a corporation; 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 said Kenneth Fleener acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

(S E A L)

A W Hersh
Notary Public

My commission expires:

11/16/73

ACKNOWLEDGMENT
(Lessee)

STATE OF Colorado)
COUNTY OF Denver) ss:

On this 27th day of April, 1973, before me personally appeared ED SHEPARDSON, 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.

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

(S E A L)

W. J. Hersh
Notary Public for the State of

Residing at Evergreen, Colorado

My commission expires:

July 2, 1973

135961

RECORDED	<u>May 3</u>	<u>1973</u>	<u>9:00 AM</u>
IN BOOK	<u>49</u>	<u>Oil & Gas</u>	<u>Page 295</u>
FEE \$	<u>3.00</u>	<u>Aune R. Clark</u>	COUNTY CLERK
SULLETTE COUNTY, R. IDEALE, WYOMING			

By Lain D. Gake Deputy

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
ASSIGNMENT OF INCOME FROM REAL ESTATE SECURITY

STATE
WYOMING
COUNTY
SWEETWATER
CASE NO.
59-19-640,774

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (hereinafter called the "Government"), is the holder of a loan in the sum of

SIX HUNDRED SIXTY-FIVE THOUSAND AND NO/100- - - - -

dollars (\$ 665,000.00), made to LITTLE SANDY GRAZING ASSOCIATION

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of Sweetwater County,

State of Wyoming, (hereinafter called the "Borrower");

NOW, THEREFORE, in consideration of the Government's making or insuring said loan, or permitting the Borrower to execute the hereinafter described instrument, the Borrower does hereby sell, assign, transfer, and convey to the Government, for itself, or as collection agent for the holder of the insured loan, one hundred percent (100%) of any and all rents, royalties, bonuses, payments, delay moneys, damages, and other income which may now be or hereafter become owing to the Borrower under the terms of said instrument, which is described as follows:

(For description of instrument; show title, date, names of Lessor and Lessee, and recording information)

Oil and Gas Lease dated September 29, 1972, entered into by and between LITTLE SANDY GRAZING ASSOCIATION, as Lessor, and ED SHEPARDSON, as Lessee, recorded December 1, 1972, in Book 48 of Oil and Gas, at page 561, records of Sublette County, Wyoming, covering the following described land:

TOWNSHIP 28 NORTH, RANGE 104 WEST, 6th P.M.

Section 4: Lot 4, W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 5: Lots 1, 2, 3, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 21: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25: SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 33: W $\frac{1}{2}$ W $\frac{1}{2}$

TOWNSHIP 29 NORTH, RANGE 104 WEST, 6th P.M.

Section 8: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 9: NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 17: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 28: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 30: W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 31: E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 32: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 34: W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

containing 2645.90 acres, more or less.

135962

RECORDED	<u>May 3</u>	<u>1973</u>	<u>100A</u>
IN BOOK	<u>490 & 4</u>	PAGE <u>297</u>	
FEE \$	<u>00</u>	anne R. Clark COUNTY CLERK	
SUBLETTE COUNTY CLERK			

1974 Lois F. Clark Deputy

This assignment shall terminate when the aforesaid indebtedness of the Borrower shall have been paid in full: Provided, however, That the Lessee shall not be liable to the Borrower for any payment to the Government which the Lessee may have made subsequent to the time when said indebtedness of the Borrower has been paid in full, unless the Lessee has received, prior to any such payment, written notice from the Farmers Home Administration that the Borrower's indebtedness has been paid in full.

It is understood that the Government assumes no responsibility under any of the provisions of the instrument described above, or of any other agreement or agreements between the Borrower and the Lessee.

It is understood that each amount received by the Government under this assignment shall be used in accordance with the regulations of the Farmers Home Administration in effect when such amount is received.

IN WITNESS WHEREOF, the aforesaid Borrower has signed and sealed the foregoing assignment this 16

day of APRIL, 1973

(S E A L)

Attest:

LITTLE SANDY GRAZING ASSOCIATION

By: Kenneth Fleener (SEAL)

D. E. Eckley
(Title)
Secretary-Treasurer

Kenneth Fleener
(SEAL)
President

ACKNOWLEDGMENT

STATE OF WYOMING

COUNTY OF SUBLETTE

SS:

On this 14th day of APRIL, 1973, before me appeared Kenneth Fleener, to me personally known, who being by me duly sworn did say that he is the President of LITTLE SANDY GRAZING ASSOCIATION, a corporation; 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 said Kenneth Fleener acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

(S E A L)

A W Hersh
Notary Public

My commission expires: 11/16/73

The undersigned Lessee does hereby recognize the foregoing assignment, and agrees to remit to the Government in the manner specified in the assignment the percentage of the income as provided therein.

Date April 27, 1973

Ed Shepardson
(Lessee)
665 Capitol Life Center
Denver, Colorado 80203
(Address)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of April, 1972, by and between
Dutton Sheep Company, a Wyoming Corporation, having offices at
227 H Street, Rock Springs, Wyoming 82901

....., party of the first part, hereinafter called lessor, (whether one or more) and Ed Shepardson, Capitol Life Center,
Denver, Colorado 80203, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more - - - - - Dollars,
 in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein
 contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drill-
 ing and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power sta-
 tions, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and hous-
 ing its employees, the following described land in SUBLETTE County, State of WYOMING, to-wit:

TOWNSHIP 29 NORTH, RANGE 105 WEST, OF THE 6TH P.M.

Section 5: That part of Lots 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying east of the center thread
of Big Sandy Creek.

Section 18: That part of E $\frac{1}{2}$ E $\frac{1}{2}$ lying east of the center thread of Big Sandy Creek.

Containing 192.50 Three years
 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of three years from this date
 (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or
 as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from
 such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its
 wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises, or at the lessee's option, may
 pay to the lessor for such one-eighth ($\frac{1}{8}$) royalty the market price for oil of like grade and gravity prevailing in the field where
 produced on the day such oil is run into the pipe line, or into storage tanks. No less than the annual delay rental
2. The lessee shall pay lessor, as royalty, one-eighth ($\frac{1}{8}$) of the proceeds from the sale of the gas, as such, for gas from
 wells where gas only is found, and where not used or sold shall pay ~~*****~~ per annum as royalty from each
 such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of
 charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by
 making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any
 other product a royalty of one-eighth ($\frac{1}{8}$) of the market value, at the mouth of the well, payable monthly at the prevailing
 market price.
4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this
 date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender
 to the lessor or for the lessor's credit in NORTH SIDE STATE Bank at ROCK SPRINGS,
WYOMING 82901 or its successor or successors, which bank and its successors are lessor's agents and which shall continue
 as the depository regardless of changes in the ownership of the land, the sum of

* * * * * One Hundred Ninety Two and 50/100 * * * * *

Dollars
 which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well
 one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling
 of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood
 and agreed that the consideration first recited herein covers not only the privileges granted to the date when the second rental
 is payable as aforesaid, but also the lessee's option of extending that period as aforesaid. All payments or tenders may be
 made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee
 may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the
 above-described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as
 to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered
 herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the
 payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators
 of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a
 dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the
 next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount
 above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner
 and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein,
 then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to
 the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except
 water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the
 lessor.

Lessee shall pay for damages caused by its operations ~~*****~~ on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee
 on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the
 right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in
 paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the
 term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed),
 the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership
 in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished
 with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee
 shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assign-
 ment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be
 developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among
 and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire
 leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land
 covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks.
 It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands,
 and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the
 rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far
 as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said
 rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold
 payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee
 to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their
 respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other
 lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any govern-
 mental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement
 and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, con-
 ditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and
 development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to above named lessor one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

ATTEST: Mary Louise Arambel BY: John F. Arambel
Mary Louise Arambel, Secretary. John F. Arambel, President.

ACKNOWLEDGMENT--MAN AND WIFE

STATE OF _____ }
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 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 _____ day of _____, 19____.

My Commission Expires _____ Notary Public

CORPORATE
ACKNOWLEDGMENT

STATE OF WYOMING }
County of SWEETWATER } ss.

The foregoing instrument was acknowledged before me this 27th day of April, 1973, by John F. Arambel, President of Dunton Sheep Company, a Wyoming Corporation.

WITNESS my hand and official seal. My Commission Expires Sept. 10, 1975

My Commission Expires _____ Notary Public

ROCK SPRINGS, WYOMING

P. O.

Form 88 Unit-Wyo-Cole. 11-3-70

By _____
When recorded return to _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock, P. M., and duly recorded in Book 44-874 Page 300, of the records of this office.
County Clerk—Register of Deeds

State of Wyoming
Dunton Sheep Company

No. 135969
OIL AND GAS LEASE
FROM _____ TO _____

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of April, 1972, by and between Danton Sheep Company, a Wyoming Corporation, having offices at 227 H Street, Rock Springs, Wyoming 82901, party of the first part, hereinafter called lessor, (whether one or more) and Ed Shepardson, Capitol Life Center, Denver, Colorado 80203, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in SUBLETTE County, State of WYOMING, to-wit: TOWNSHIP 30 NORTH, RANGE 105 WEST, OF THE 6TH P.M.
Section 30: Lot 3, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 32: That part of SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the center thread of Big Sandy Creek.

Containing 259.25 acres, Three years more or less.
TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of three years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom. In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth ($\frac{1}{8}$) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks. No less than the annual delay rental.
2. The lessee shall pay lessor, as royalty, one-eighth ($\frac{1}{8}$) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay ~~the market price for gas of like grade and gravity prevailing in the field where produced~~ per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth ($\frac{1}{8}$) of the market value, at the mouth of the well, payable monthly at the prevailing market price.
4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in NORTH SIDE STATE Bank at ROCK SPRINGS, WYOMING 82901 or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of TWO HUNDRED FIFTY NINE and 25/100 Dollars

which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when the second rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time, execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above-described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations ~~on said land~~ on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling operations, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to above named lessor one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

DUNTON SHEEP COMPANY

ATTEST: Mary Louise Arambel
Mary Louise Arambel, Secretary.

BY: John F. Arambel
JOHN F. ARAMBEL, PRESIDENT.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF _____ } ss.
County of _____

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 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 _____ day of _____, 19____.

My Commission Expires _____ Notary Public

CORPORATE

ACKNOWLEDGMENT

STATE OF WYOMING } ss.
County of SWEETWATER

The foregoing instrument was acknowledged before me this 27th day of April, 1973, by John F. Arambel, President of Dunton Sheep Company, a Wyoming Corporation.

WITNESS my hand and official seal.

My Commission Expires Sept 10, 1975 Lina Monaghan Notary Public

ROCK SPRINGS, WYOMING

P. O. _____

When recorded return to

By _____

Deputy

County Clerk—Register of Deeds

of this office.

in Book 44 Page 302 of the records

at 9:00 o'clock, PM, and duly recorded

This instrument was filed for record on 4th day of May, 1973

at _____

State of _____

ss.

OIL AND GAS LEASE

No. 115770

RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: THAT, Atlantic Richfield Company, a Pennsylvania Corporation (formerly The Atlantic Refining Company, successor to Richfield Oil Corporation by merger), and successor by merger to Sinclair Oil Corporation, a New York Corporation, and John L. Kemmerer do hereby release, remise, relinquish, quitclaim and surrender unto the lessor or lessors hereinafter named, his or their heirs, successors and assigns, all of their right, title and interest in and to the following described oil and gas leases, and the estates created thereby, insofar and only insofar as each such lease covers lands hereinafter described or indicated in connection with the particular lease:

5521-1 - That certain Oil and Gas Lease dated April 22, 1963, by and between Anson B. Bentley et ux, as Lessors, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 197, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W-6th P.M.

5521-2 - That certain Oil and Gas Lease dated April 22, 1963, by and between Sarah E. Allen, as Lessor, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 201, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

5521-3 - That certain Oil and Gas Lease dated April 22, 1963, by and between George G. Bentley, as Lessor, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 199, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

5521-4 - That certain Oil and Gas Lease dated April 22, 1963, by and between Josephine B. Dunham et vir, as Lessors, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 203, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

5521-6 - That certain Oil and Gas Lease dated April 25, 1963, by and between Illa F. Baker et al, as Lessors, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 207, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

5521-7 - That certain Oil and Gas Lease dated April 25, 1963, by and between Leo M. Baker et ux, as Lessors, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 205, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

Effective January 3, 1966, Richfield Oil Corporation, a Delaware Corporation, was merged into The Atlantic Refining Company, a Pennsylvania corporation, with The Atlantic Refining Company, a Pennsylvania corporation, becoming the surviving corporation. By change of name effective May 3, 1966, The Atlantic Refining Company, became Atlantic Richfield Company. Effective as of March 4, 1969, Sinclair Oil Corporation, a New York Corporation, was merged into Atlantic Richfield Company, with Atlantic Richfield Company becoming the surviving corporation.

IN WITNESS WHEREOF, this instrument is executed this the *20th* day of *March*, 1973.

ATLANTIC RICHFIELD COMPANY

By *Wm. C. Allbright*
Wm. C. Allbright, Attorney-in-Fact

JOHN L. KEMMERER

By *[Signature]*

WYOMING AND UTAH

306

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day appeared WM. C. ALLBRIGHT, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for ATLANTIC RICHFIELD COMPANY, a 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 WM. C. ALLBRIGHT, acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and seal of office, this 20th day of March, 1973.

SEAL

My commission expires: June 1, 1973

Faye S. Seale FAYE S. SEALE
Notary Public in and for
Dallas County, Texas

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 10th day of April, 1973, personally appeared John L. Kemmerer, Jr. and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

GENEVIEVE V. FOULIS
Notary Public, State of New York
No. 24-6356710
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

Genevieve V. Foulis
Notary Public

155983

RECORDED	<u>May 7</u>	<u>1973</u>	<u>9:00 A.M.</u>
IN BOOK	<u>49</u>	<u>Oil & Gas</u>	PAGE <u>304</u>
FEES \$	<u>5.25</u>	<u>Ann R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, FREDERICK, WYOMING			
<u>By [Signature] Deputy</u>			

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name
Street
City
State
Zip Code

O. J. Hubbard
324 Patterson Bldg.
Denver CO 80202

W 33087

(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands are or are not on a varying gas, oil, or other mineral lease as or the date of a lease, or otherwise.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #419 State: Wyoming County: Sweetwater

T 28 N, R 110 W, 6th Prin Mer, WY
Sec. 26: S $\frac{1}{2}$
29: S $\frac{1}{2}$

136005

RECORDED	May 9	1973	9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE	307
FEES \$	3.00	June R Clark	COUNTY CLERK
SUBLETTE COUNTY		STATE, WYOMING	
By <i>Rich J. Clark Deputy</i>			

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	640.00	acres	Annual Rental \$	320.00
-----------------------	--------	-------	----------------------------	--------

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: FEBRUARY 1, 1972

THE UNITED STATES OF AMERICA

By *William M. Hancock*
(Signature of Signing Officer)

Chief, Oil &
Gas Section

(Title)

No. 436-4642

NON-COMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

SEE INSTRUCTIONS
ON REVERSE

33087

3. Parcel Number 419
4. State Wyoming

January 28, 1972
(Date)

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1155) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

(Signature of Applicant)

12/22/71
(Date)

324 Patterson Bldg., Denver, Colorado 80202

Sec. 1. Rights of lessee.—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental but not less than \$1,000 nor more than \$10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in marketable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty or other payments to the lessor, to the order of the Bureau of Land Management at the place mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Director of the Geological Survey, not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plats and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes; to file with the lessor, a plat showing development work and improvements on the leased lands; and report with respect to stock investments, depreciation, and

and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when requested. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) **Diligence, prevention of waste, fraud and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) **Equal Opportunity clause.**—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) **Protection of surface, natural resources, and improvements.** The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or termination or expiration of this lease, or at any other time, to return to the land when required and to the extent deemed necessary by the lessor to fill and restore the land to its original condition, or to such other condition as may be required by the lessor, and to pay the cost of such restoration or other action.

and other excavations, tunnels, or cover an earth and so far as reasonably possible, restore the surface of the leased land and to erect roads to their former condition, including the removal of structures as and when required. The lessor may prescribe the steps to be taken and the cost to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the lessee or conditionally will be held intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Delivery premises in case of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessee or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. Drilling and producing restrictions.—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continuing obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, materials, or equipment determined by the lessor to be necessary for use or plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. Heirs and successors-in-interest.—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(e)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. sec. 22) and Sec. 1063 and 433, Title 18 U.S.C., relating to contracts, and form a part of this

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-33087

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

136006

Ed Pendleton
324 Patterson Bldg.
Denver, Colorado 80202

RECORDED 12/15/72 1973 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 309
FEES \$ 3.00 Clark COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Lisa J. Clark Deputy

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) February 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 28 North, Range 110 West, 6th P.M.
Section 26: S $\frac{1}{2}$
Section 29: S $\frac{1}{2}$

containing 640.00 acres, more or less
located in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? none

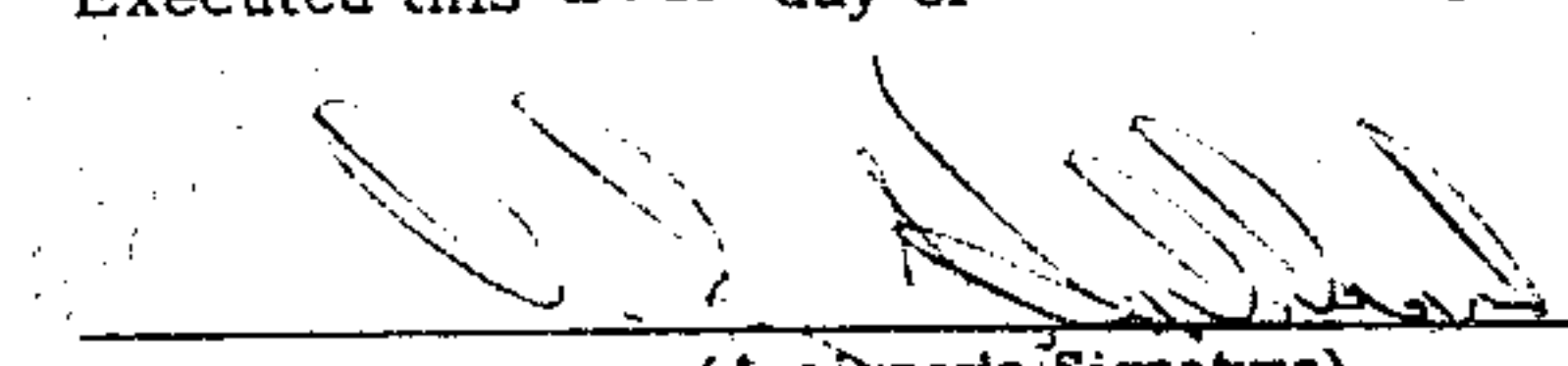
5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) one percent of eight-eighths (1% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) none

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of February, 1972



(Assignor's Signature)
O. J. Hubbard

324 Patterson Bldg., Denver, Colorado 80202
(Assignor's Address)

(City) (State) (Zip Code)

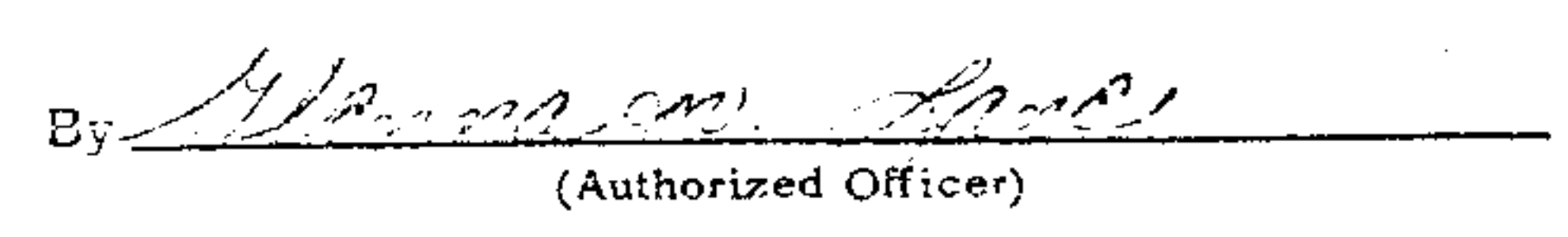
Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 - 1972

By 
(Authorized Officer)

Chief, Oil &
Gas Section

FEB 28 1972

(Title) (Date)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 15th day of February, 1972



(Assignee's Signature)

Ed Pendleton
324 Patterson Bldg.
Denver, Colorado 80202

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by

aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of Interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 33087

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

All Minerals, Inc.
507 Union National Bldg.
Wichita, Kansas 67202

126007
RECORDED May 9 1973 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 311
FEES \$ 3.00 same R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Miss J. G. Gabe Deputy

The undersigned, as owner of **100%** percent of record title of the above-designated oil and gas lease issued effective (date) **February 1, 1972**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 28 North, Range 110 West 6th P.M.
Section 26 S $\frac{1}{2}$
Section 29 S $\frac{1}{2}$
containing 640 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) **100%**

4. What part of the record title interest is being retained by assignor(s)? **none**

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) **none**
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) **One Per cent of 8/8ths (1% of 8/8ths)**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **11th** day of **September**, 19 **72**.

(Assignor's Signature)

Ed Pendleton

324 Patterson Bldg.

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective **DEC 1 1972**

By **Thomas R. Runc**

(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

JAN 8 1973

(Date)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

MONTANA 065500 (General
Qualification File)

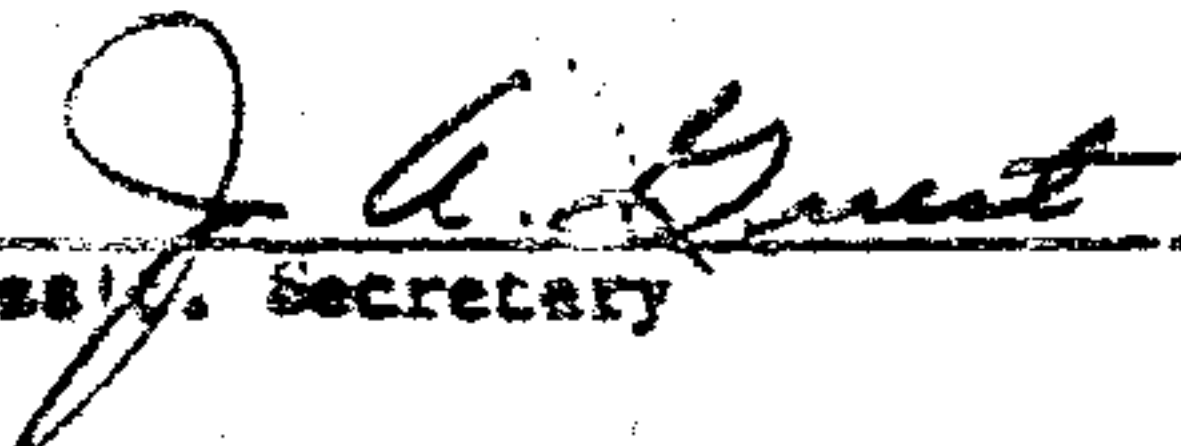
B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

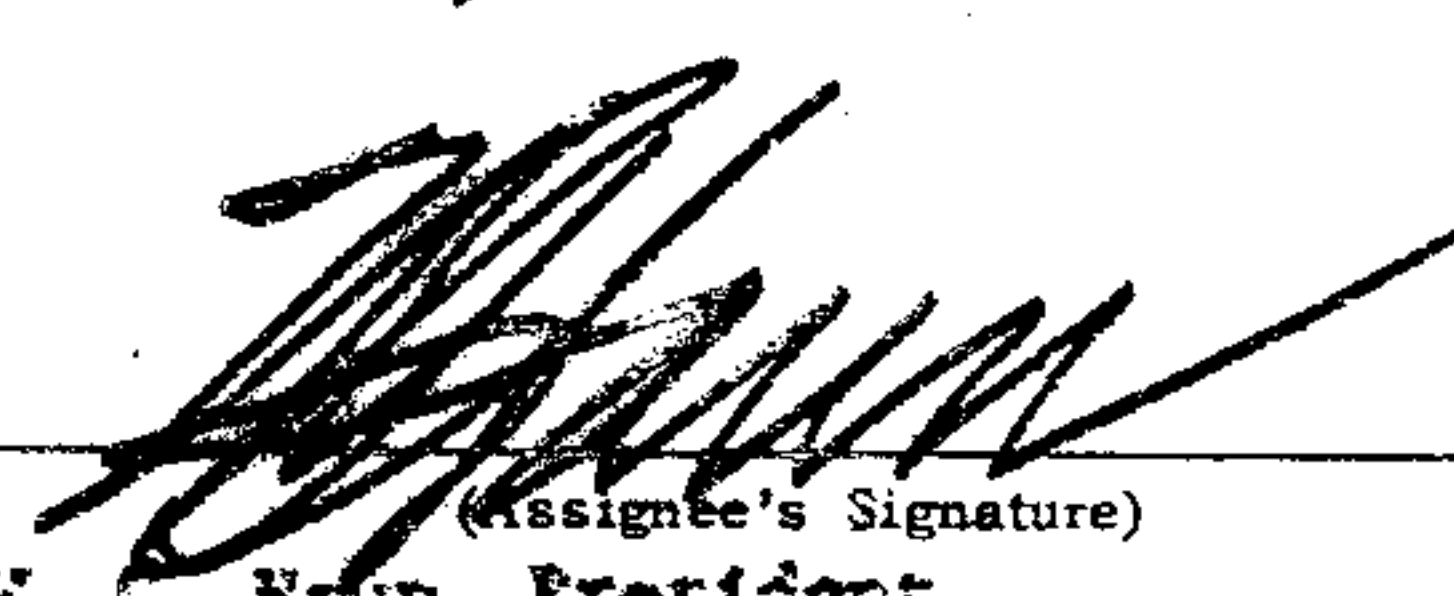
C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-
signed's knowledge and belief and are made in good faith.

Executed this 11th day of September

, 1972.
ALL MINERALS, INC.

ATTEST:


Asst. Secretary


(Assignee's Signature)
K. C. Kraun, President

507 Union National Bldg.
Wichita, Kansas 67202

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by

aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby give, grant, assign, transfer and convey unto HUSKY OIL COMPANY OF DELAWARE, 1122 Lincoln Tower Building, Denver, Colorado, its successors and assigns, to have and to hold forever, all of their right, title and interest, in and to the following described oil and gas leases in Sublette County, Wyoming:

Oil and Gas Lease dated April 27, 1973, from Duntan Sheep Company, a Wyoming corporation, lessor, to Ed Shepardson, lessee, recorded in Book 49 Oil & Gas, Page 300, records of Sublette County, Wyoming, and covering:

TOWNSHIP 29 NORTH, RANGE 105 WEST, 6th P. M.

Section 5: That part of Lots 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying east of center thread of Big Sandy Creek.

Section 18: That part of E $\frac{1}{2}$ E $\frac{1}{2}$ lying east of the center thread of Big Sandy Creek.

containing 192.50 acres, more or less.

Oil and Gas Lease dated April 27, 1973, from Duntan Sheep Company, a Wyoming corporation, lessor, to Ed Shepardson, lessee, recorded in Book 49 Oil & Gas, Page 302, records of Sublette County, Wyoming, and covering:

TOWNSHIP 30 NORTH, RANGE 105 WEST, 6th P. M.

Section 30: Lot 3, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 32: That part of SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying east of the center thread of Big Sandy Creek.

containing 259.25 acres, more or less.

This assignment is made and accepted without covenants of warranty whatsoever.

EXECUTED THIS 11th day of May, 1973.

136083

RECORDED	May 14	1973	9:01 AM
IN BOOK	49 Oil & Gas	PAGE	313
FEE	2 ⁰⁰	CLERK	anne R. Clark
SUBLETTE COUNTY CLERK			

Betty Ann Shepardson

Ed Shepardson
Ed Shepardson

Betty Ann Shepardson
Betty Ann Shepardson

STATE OF COLORADO)

ss.

COUNTY OF DENVER)

The within and foregoing instrument was acknowledged before me this 11th day of May, 1973, by Ed Shepardson and Betty Ann Shepardson, his wife.

[Signature]
Notary Public

My commission expires:

My Commission expires July 2, 1973

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART ISun Oil Company (Delaware)
P. O. Box 2039
Tulsa, Oklahoma 74102FORM APPROVED
OMB NO. 42-R1599

Serial No.

W-0323337-A

LAND OFFICE USE ONLY

New Serial No.

1.

The undersigned, as owner of 50% percent of record title of the above-designated oil and gas lease issued effective (date) 4-1-66, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 35 North, Range 113 West, 6th P.M.
Section 26: N $\frac{1}{2}$

Containing 320.00 acres, more or less,
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) All

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) One-Half of One Percent (1/2 of 1%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three Percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of February, 1973

HAWTHORN OIL COMPANY

By

(Assignor's Signature)

President

P. O. Box 2693, Casper, Wyoming 82601

ATTEST:

Secretary

(Assignor's Address)

Dorothy Chorney
c/o Summit Oil Company
1110 Lincoln Tower Building
1860 Lincoln Street
Denver, Colorado 80203

(City)

(State)

(Zip Code)

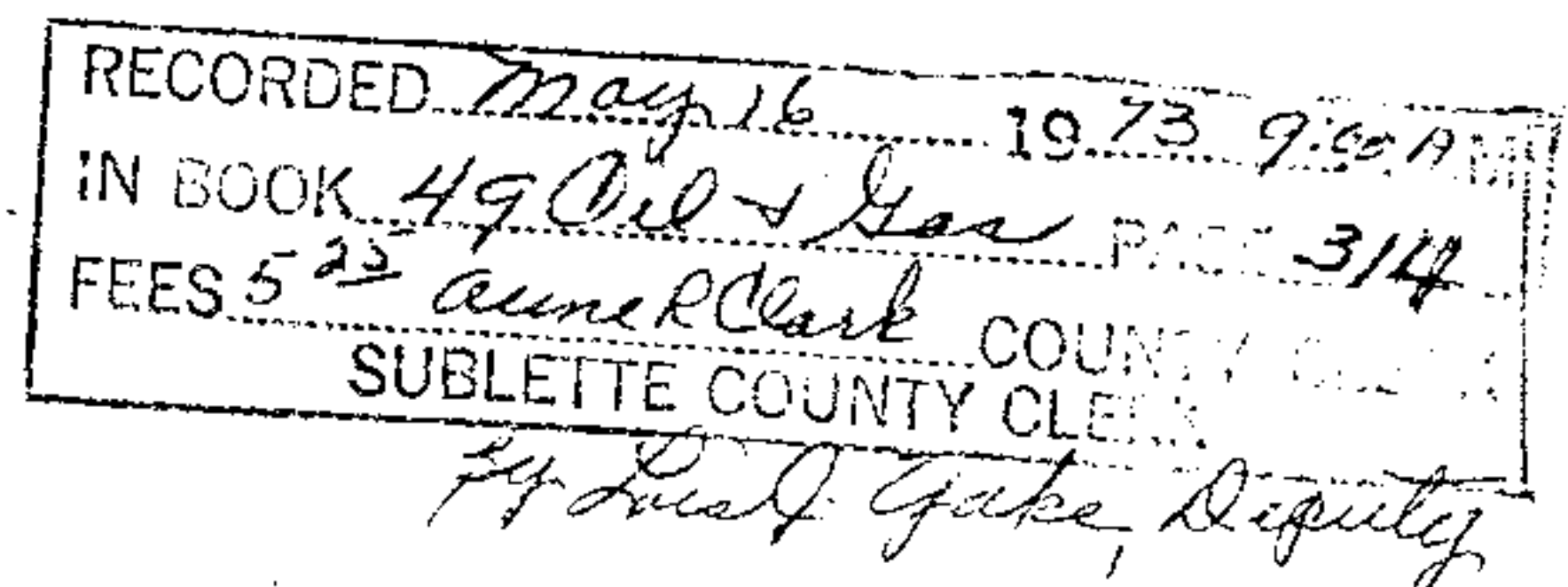
Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

136105

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS AREA 2



Assignment approved effective APR 1 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

1973

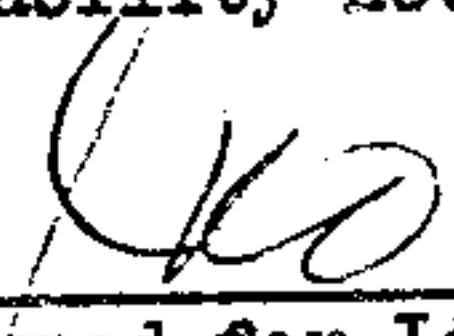
(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 60 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date 2-7-73


Signed for Identification

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation ES BLM 066100 W-047077
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13 day of March, 19 73

SUN OIL COMPANY (DELAWARE)

Evidence of Attorney In Fact is
filed in W-047077
and such authority is still
in effect.

By

V. L. Smith, (Assignee's Signature) Attorney in Fact

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

P. O. Box 2039, Tulsa, Oklahoma 74102
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease

terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas

leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interest* - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106-5 (February 1971)

State of Wyoming
County of Natrona

ACKNOWLEDGMENT (For use by Corporation)

On this 7th day of February, A. D. 19 73, before me personally appeared R. K. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the President of Hawthorn Oil Company

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

R. K. O'Connell acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of February, A. D. 19 73

(SEAL)

My Commission expires

Notary Public

STATEMENT OF INTEREST OF ATTORNEY-IN-FACT
43 CFR 3123.2(d) (1)

I, V. L. Smith, the Attorney-in-Fact who executed the Request for Approval of Assignment of United States Oil and Gas Lease bearing Serial No. W-0323337-A on behalf of Sun Oil Company (Delaware), do hereby certify that there is no agreement or understanding between Sun Oil Company (Delaware) and me, or with any other person, association, corporation or other legal entity, either written or oral, by which I or any other person, association or corporation or other legal entity has received or is to receive any interest in said lease, including royalty interest thereunder or interest in any operating agreement affecting same.

Executed this 13 day of March, 1973.

V. L. Smith

STATE OF Oklahoma

COUNTY OF Tulsa

On March 13, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. Smith, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.

Alma M. Bogan
Notary Public in and for said State

My Commission Expires:

April 23, 1974

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado 317
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of February, 1973, personally appeared Dorothy Chorney

and _____

_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires August 21, 1976

Sylvia L. Cummings
Notary Public

CERTIFICATE OF LIMITED PARTNERSHIP
OF EXISTING SPECIAL PARTNERSHIP AND
FIRST AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

The general and special partners of Chandler Exploration 1001, Ltd., a Wyoming Special Partnership formed pursuant to Sections 17-238, et seq., Wyoming Statutes, 1957, desiring to convert said special partnership to a limited partnership pursuant to Section 17-292, Wyoming Statutes, 1957, as amended, and desiring to amend the certificate of said partnership for the purpose of furnishing notice through re-cording of an assignment of a former special partner's interest pursuant to Section 17-282, and Section 17-288, Wyoming Statutes, 1957, as amended, being first duly sworn, hereby certify as follows:

1. Name of partnership: Chandler Exploration 1001, Ltd.
2. Character of business: Oil and gas acquisitions, exploration, drilling and related operations.
3. Principal place of business: Denver Club Building
Denver, Colorado 80202
4. Name and place of residence of each member and cash and property contributed by each limited partner:

<u>PARTNERS</u>	<u>RESIDENCE</u>	<u>CONTRIBUTION</u>
<u>General Partner:</u>		
Chandler & Associates, Inc.	Denver Club Bldg. Denver, Colo. 80202	\$ None
<u>Limited Partners:</u>		
Joseph E. Bell	165 W. Jackson Blvd. Chicago, Ill. 60604	\$ 6,843.00
EES Associates	40 Wall St. New York, N.Y. 10004	\$13,685.00
Franklin Supply Company	800 Denver Club Bldg. Denver, Colo. 80202	\$16,843.00
Winthrop Associates	c/o Vejay Co. P. O. Box 872 41 West Putnam Avenue Greenwich, Connecticut 06830	\$27,370.00

Substituted Limited Partners:

Chandler & Associates, Inc.	1401 Denver Club Bldg. Denver, Colo. 80202	\$ 3,421.00
-----------------------------	---	-------------

(Acquired by Chandler & Associates, Inc. pursuant to Paragraph 6.1 of the Partnership Agreement through substitution of the special partnership interest of John T. Pierson).

PHOTOSTATIC RECORDED	
INDEXED	
CHECKED	

136131

RECORDED	May 18, 1973	2:03 PM
IN BOOK	49	PAGE 318
FEE \$	8.00	Ann R. Clark
SUTLETTE COUNTY, PINE DALE, WYOMING		
By [Signature] Deputy		

The foregoing tabulation correctly reflects all assignments of interests by limited partners made to date and constitutes a First Amendment to the Certificate of Chandler Exploration 1001, Ltd., pursuant to Sections 17-282 and 17-288, Wyoming Statutes, 1957, as amended.

No property other than cash was contributed by the partners. Each of the original contributions tabulated above was made one-half on or about April 28, 1970 and one-half on or about June 1, 1970.

5. Term: March 1, 1970 to February 29, 1980.

6. Cash and property contributed by Limited Partners:

See Paragraph 4 above.

7. Additional contributions to be made by each limited partner and when they shall be made:

Each of the Limited Partners may, but is not required to make an additional contribution to the capital of the Partnership in an amount equal to (a) the percentage which his original partnership contribution bears to the total amount of limited partners' contribution multiplied by (b) the costs of completion (or attempted completion) and equipping the initial well on each prospect. Earnings may be transferred to capital by agreement of the partners or to meet reasonable needs of business.

8. Time of return of limited partners' contributions:

Upon dissolution unexpended contributions will be returned.

9. Share of profits and other compensations by limited partners by reason of their contributions:

All of the profits from the initial well on each prospect drilled by the partnership are allocated to the limited partners until they receive from such prospect an amount equal to the partnership investment in that prospect. Thereafter, 75% of the profits from each prospect are allocated to the limited partners. The limited partners are not to receive compensation other than through distribution of profits.

10. Substitution by a limited partner of an assignee:

Substitution may be made with written consent of the General Partner if an assignor shall have designated his intention to substitute in the instrument of assignment. Sales of partnership interests are subject to a 60-day option in favor of the General Partner to purchase.

11. Admission of new limited partners:

New limited partners may be admitted with the unanimous consent of all the partners on payment of such capital contributions and other terms as

all of the partners shall decide.

12. Priority among limited partners:

None.

13. Continuance of business on death, retirement or insanity of general partner:

The right of continuance is provided by the partnership agreement.

14. Right of limited partner to demand property other than cash in return for his contribution:

None, however, on dissolution the remaining properties of the partnership shall be distributed to all of the partners in the proportions agreed upon.

15. The property of the partnership exceeds the amount sufficient to discharge its liabilities to persons not claiming as general or limited partners by an amount greater than the sum of the contributions of its limited partners.

16. The General Partner and each of the limited partners have executed in counterpart a partnership agreement in accordance with applicable law. This Certificate is executed by the General Partner for itself and in behalf of the limited partners for the purpose of furnishing notice through recording of the existence of such limited partnership.

Limited Partners:

Joseph E. Bell
EES Associates
Franklin Supply Company
Winthrop Associates

By CHANDLER & ASSOCIATES, INC.,
as General Partner and as Attorney
in Fact for the Limited Partners

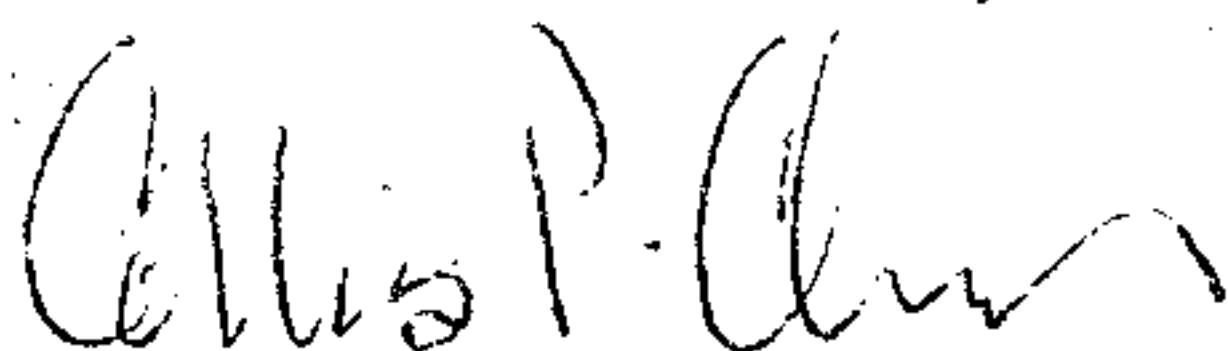
By 
Collis P. Chandler, Jr.

Assigning Limited Partner:


John T. Pierson

Substituted Limited Partner:

CHANDLER & ASSOCIATES, INC.

By 
Collis P. Chandler, Jr.

City and County of Denver

SS.

Notary Public

My commission expires: March 3, 1972

STATE OF

County of _____

SS.

The foregoing instrument was acknowledged before me
this 14th day of May, 1973, by JOHN T. PIERSON.

Witness my hand and official seal.

Lathrop White
Notary Public

My commission expires: *November 23, 1976*

By CHANDLER & ASSOCIATES, INC.

By *Collis P. Chandler*
As General Partner and as
Attorney in Fact for the
Limited Partners

Assigning Limited Partner:

John T. Pierson
John T. Pierson

Substituted Limited Partner:

CHANDLER & ASSOCIATES, INC.

By *Collis P. Chandler*
Collis P. Chandler, Jr.

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me
this 16th day of March, 1973, by Collis P.
Chandler, Jr., President of CHANDLER & ASSOCIATES, INC.
as General Partner and as Attorney in Fact for the Limited
Partners and as Substituted Limited Partner of Chandler
Exploration 901, Ltd.

Witness my hand and official seal.

John T. Williams
Notary Public

My commission expires: March 3, 1975

STATE OF Missouri)
County of Jackson) ss.

The foregoing instrument was acknowledged before me
this 14th day of May, 1973, by JOHN T. PIERSON,
as Assigning Limited Partner of Chandler Exploration 901,
Ltd.

Witness my hand and official seal.

Salvatore Blum
Notary Public

My commission expires: November 23, 1976

THIRD AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership of Chandler Exploration 801A, Ltd. (the limited partnership), previously filed for record in the office of the County Clerk and Registrar of Deeds of Sublette County, State of Wyoming, do hereby certify as follows:

1. The limited partners, Louis P. Bansbach, Jr. and John T. Pierson have assigned to Chandler & Associates, Inc. all of the interest shown in the original Certificate of Limited Partnership owned by them. Chandler & Associates, Inc. will be substituted as a limited partner with respect to the interests so assigned to become effective at the time of compliance with applicable law relating to the amendment of the limited partnership certificate.

2. Because of the foregoing assignments, Paragraph 4 of the Certificate of Limited Partnership, as amended by First and Second Amendments of Limited Partnership heretofore filed in accordance with applicable law, is hereby amended as follows:

- (a) Louis P. Bansbach, Jr. and John T. Pierson are deleted as limited partners; and
- (b) The following are added as Substituted Limited Partners:

Substituted Limited Partners

Chandler & Associates, Inc.	Denver Club Building Denver, Colo. 80202	\$3,000.00
-----------------------------	---	------------

(Acquired by Chandler & Associates, Inc. pursuant to Paragraph 6.1 of the Partnership Agreement through substitution of the limited partnership interest of Louis P. Bansbach, Jr.)

Chandler & Associates, Inc.	Denver Club Building Denver, Colo. 80202	\$1,111.00
-----------------------------	---	------------

(Acquired by Chandler & Associates, Inc. pursuant to Paragraph 6.1 of the Partnership Agreement through substitution of the limited partnership interest of John T. Pierson.)

3. This Third Amendment to Limited Partnership Agreement shall be filed for record in accordance with Sec. 17-288, as amended, Wyoming Statutes (1957) (1971 Cum. Supp.), and the laws of any state where the partnership conducts its business, if so required.

4. This amendment is executed by the General Partner, for itself and in behalf of the limited partners; by the assigning limited partner; and by the substituted limited partner for the purpose of furnishing notice through recording of the foregoing assignment and substitution of a limited partner.

Dated this 14 day of May, 1973.

136133

RECORDED	May 18 1973 9:00 AM
FILED	PAGE 324
By <u>Anne R. Clark</u> COUNTY CLERK	
SUBLETTE COUNTY, FINEDELE, WYOMING	

By Louis P. Bansbach, Jr.

Limited Partners:

Roger O. Brown
EES Associates
Franklin Supply Company

PHOTOSTATIC RECORDED	
INDEXED	

Limited Partner, continued:

M. C. Hoffman
John D. Mabie
Leo Sade

By CHANDLER & ASSOCIATES, INC.

By Collis P. Chandler
as General Partner and as
Attorney in Fact for the Limited
Partners

Assigning Limited Partners:

Louis P. Bansbach, Jr.
Louis P. Bansbach, Jr.

John T. Pierson
John T. Pierson

Substituted Limited Partner:

CHANDLER & ASSOCIATES, INC.
By Collis P. Chandler, Jr.
Collis P. Chandler, Jr.

STATE OF COLORADO)
City and County of Denver) ss.

The foregoing instrument was acknowledged before me
this 16th day of March, 1973, by Collis P. Chandler, Jr.,
President of CHANDLER & ASSOCIATES, INC. as General Partner
and as Attorney in Fact for the Limited Partners and as
Substituted Limited Partner of Chandler Exploration 801A, Ltd.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: March 5, 1975

STATE OF Colo)
County of Denver) ss.

The foregoing instrument was acknowledged before me
this 27th day of April, 1973, by LOUIS P. BANSBACH, JR.
as Assigning Limited Partner of Chandler Exploration 801A, Ltd.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: My Commission expires Oct. 1, 1973

STATE OF Missouri)
County of Jackson) ss.

The foregoing instrument was acknowledged before me
this 14th day of May, 1973, by JOHN T. PIERSON, as
Assigning Limited Partner of Chandler Exploration 801A, Ltd.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: November 23, 1976

ASSIGNMENT OF OIL AND GAS LEASE OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Belco Petroleum Corporation, 630 Third Avenue, New York, New York 10017 (hereinafter called "Assignor") for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Oil Resources Inc., P.O. Box 986, 210 Petroleum Building, Billings, Montana 59103 (hereinafter called "Assignee"), the below described interest in and to the Oil and Gas Lease dated April 7, 1969 from Belco Petroleum Corporation, Lessor, to Oil Resources Inc., Lessee, recorded in Book 42 O&G, Page 401, insofar as said lease covers the following described lands in Sublette County, State of Wyoming, to wit:

1. Lands affected by this assignment: From the surface down to a stratigraphic equivalent depth as found in the Pavlisin #1 Well at 3902', located in Section 11: SWSW T 28 N, R 112 W
Township 28 North, Range 112 West, 6th P.M.
Section 11: SW $\frac{1}{4}$ SW $\frac{1}{4}$
 containing 40.00 acres, more or less, in Sublette County, Wyoming

- Operating rights
- 2/ Interest of Assignor in such lease: 100%
3. Extent of such interest conveyed to Assignee: 50% of 8/8
4. Overriding royalty reserved herein to Assignor: NONE
5. Overriding royalty previously reserved: NONE
6. Other encumbrances: NONE

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed this 7th day of December, 19 72

ATTEST:

BELCO PETROLEUM CORPORATION

Charles F. Savage, Secretary

Jack Saltz, Senior Vice President

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this 12 day of December, 19 72, before me appeared Jack Saltz to me personally known, who being by me duly sworn did say that he is the Senior Vice President of BELCO PETROLEUM CORPORATION, and that the seal affixed to the above and 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 said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 12 day of December, 19 72

My Commission Expires

REBA ROSENBLUM
 NOTARY PUBLIC, State of New York
 No. 03-051123
 Qualified in Onondaga County
 Certificate filed in New York County
 Commission Expires March 30, 1974

Reba Rosenblum
 Notary Public

136146

RECORDED	<u>May 21</u>	19 <u>73</u> <u>9:00 A.M.</u>
IN BOOK	<u>47 (Lit + Inc)</u>	PAGE <u>327</u>
FEE \$ <u>2.00</u>	<u>same R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		
<u>by David G. Clark Deputy</u>		

(For use by Corporation)

Form 3106-5
(September 1970)
(formerly 3120-13)Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMINGUNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

FORM APPROVED OFFICE OF MANAGEMENT & BUDGET NO. 42-R1599
Serial No. W-3796

1. Sun Oil Company (Delaware)
P. O. Box 2039
Tulsa, Oklahoma 74102

LAND OFFICE USE ONLY
New Serial No.

The undersigned, as owner of 75% percent of record title of the above-designated oil and gas lease issued effective (date) 3-1-67, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 35 North, Range 113 West, 6th P.M.
Section 28: E $\frac{1}{2}$ NE $\frac{1}{4}$

Containing 80.00 acres, more or less
Sublette County, Wyoming

3. What part of the record title interest is being conveyed to assignee? (give percentage or share) All

4. What part of the record title interest is being retained? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) One-half of One Percent (1/2 of 1%)

b. What overriding royalties or production payments, if any, were previously reserved? (Percentage only) 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herei., which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of February, 1973

HAWTHORN OIL COMPANY

By: [Signature] (Assignor's Signature) President
P. O. Box 2693, Casper, Wyoming 82601

ATTEST: [Signature]
Secretary

(Assignor's Address)
S. A. Chorney
c/o Summit Oil Company
1110 Lincoln Tower Building
1860 Lincoln Street
(City) Denver, (State) Colorado (Zip Code) 80203

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAY 1 1973

136247

RECORDED <u>May 21</u> 1973 9:00 AM
IN BOOK <u>49 Oil & Gas</u> PAGE <u>328</u>
FEES \$ <u>5.00</u> <u>Anna Clark</u> COUNTY CLERK
SUBLETTE COUNTY, WYOMING
<u>By [Signature]</u> Deputy

By [Signature]
(Authorized Officer)

Chief, Oil &
Gas Section

MAY 15 1973

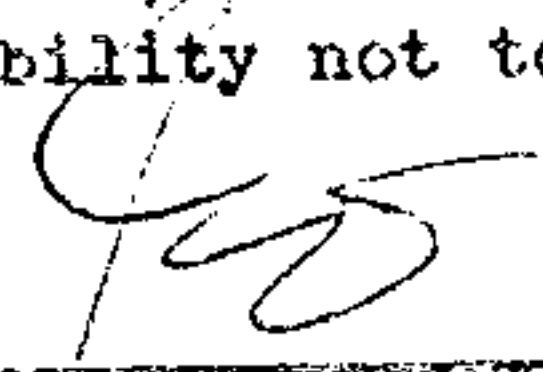
(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 60 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date 2-7-73


Signed for Identification

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Delaware Corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file **ES BLM 066103 W-047077**
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)
3. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21 day of March

1973

SUN OIL COMPANY (DELAWARE)

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

with acknowledgment added

By V. L. Smith, (Assignee's Signature) Attorney in Fact

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5.

P. O. Box 2039, Tulsa, Oklahoma 74102
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.
2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.
4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignor but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS
(Items not specified are self-explanatory)

PART I

Item 1 - Type or print clearly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee
(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.
(b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

Kintzel Printing Co.
100 N. GASTON
Casper, Wyoming

State of Wyoming
County of Natrona

ACKNOWLEDGMENT (For use by Corporation)

On this 7th day of February, A. D. 19 73, before me personally appeared R. K. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the President of Sun Oil Company

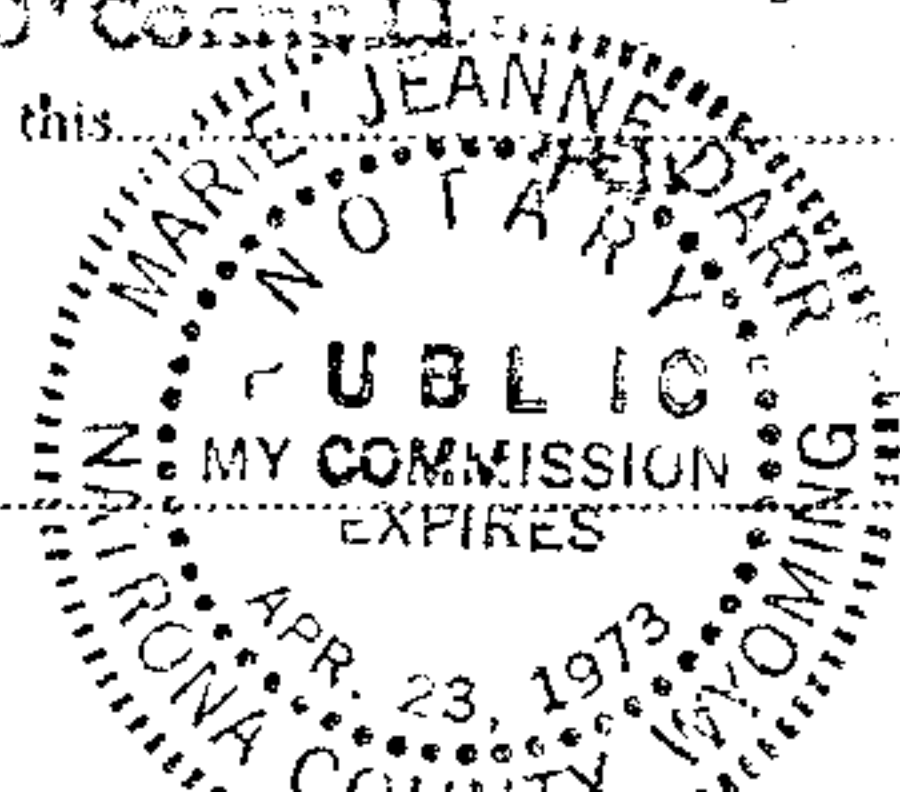
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

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

Witness my hand and seal this 7th day of February, A. D. 19 73

(SEAL)

My Commission expires



Marie Jeanne Barry
Notary Public.

STATEMENT OF INTEREST OF ATTORNEY-IN-FACT
43 CFR 3123.2(d) (1)

I, V. L. Smith, the Attorney-in-Fact who executed the Request for Approval of Assignment of United States Oil and Gas Lease bearing Serial No. W-3796 on behalf of Sun Oil Company (Delaware), do hereby certify that there is no agreement or understanding between Sun Oil Company (Delaware) and me, or with any other person, association, corporation or other legal entity, either written or oral, by which I or any other person, association or corporation or other legal entity has received or is to receive any interest in said lease, including royalty interest thereunder or interest in any operating agreement affecting same.

Executed this 21 day of March, 19 73.

V. L. Smith

STATE OF Oklahoma
COUNTY OF Tulsa

On March 21, 19 73, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. Smith, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.

Alma M. Boggess

Notary Public in and for said State

Commission Expires:

APR 23 1974

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of February, 19 73, personally appeared S. A. Chorney

and add to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires August 21, 1976

Stephen L. Manning
Notary Public



RELEASE OF OIL AND GAS LEASE

WHEREAS, an Oil and Gas Lease, hereinafter referred to as "said lease",
was entered into under date December 31, 1969
by and between George Franz and Ruth Franz

Lessor(s) of Daniel, Wyoming
hereinafter referred to as said "Lessors" and Fear Ranches, Incorporated

Lessee of _____
recorded on January 9, 1970 in Book 44 at Page 564
of the Official Records of the Recorder, Sublette
County, State of Wyoming, to wit:

Township 35 North, Range 112 West, 6th P.M.
Section 1: W1/2SW1/4
Section 12: NEL/4SW1/4
Containing 120.00 acres, more or less

136257

RECORDED	<u>May 29</u>	<u>1973</u>	<u>9:00 A.M.</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>333</u>
FEES \$	<u>3.00</u>	<u>Aune R. Clark</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois J. Drake Deputy

NOW, THEREFORE, For and in consideration of the sum of \$10.00 and other
good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, that the undersigned does hereby release, relinquish
and surrender unto the said lessor(s), their heirs, successors, assigns and
legal representatives, all its right, title, interest, claim and demand in
and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this
7th day of May, 19 73.

ATTEST:

Charles P. Savage, Secretary

BELCO PETROLEUM CORPORATION

By: Jack Saltz

Jack Saltz
Senior Vice President

ACKNOWLEDGEMENT

State of New York)
County of New York)

On this 7th day of May, 1973, before me appeared
Jack Saltz, to me personally known, who being by me
duly sworn, did say that he is the Senior Vice President
of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument
is the corporate seal of said corporation by authority of its Board of Directors
and said Jack Saltz acknowledged said instrument
to be the free act and deed of said corporation.

Given under my hand and seal this 7th day of May, 1973.

My Commission Expires:

Notary Public

RELEASE OF OIL AND GAS LEASE

WHEREAS, an Oil and Gas Lease, hereinafter referred to as "said lease",
was entered into under date June 20, 1963
by and between George Franz and Ruth Franz

Lessor(s) of Daniel, Wyoming
hereinafter referred to as said "Lessors" and Robert F. Townsend

Lessee of Box 921, Casper, Wyoming
recorded on August 8, 1963 in Book 36 at Page 391
of the Official Records of the Recorder, Sublette
County, State of Wyoming, to wit:

Township 35 North, Range 112 West, 6th P.M.
Section 12: SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4
Containing 160.00 acres, more or less.

136258

RECORDED	<u>May 29</u>	1973 9:00 AM
IN BOOK	<u>49 Oil + Gas</u>	PAGE <u>334</u>
FEES \$	<u>3.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

By Lois J. Gabe Deputy

NOW, THEREFORE, For and in consideration of the sum of \$10.00 and other
good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, that the undersigned does hereby release, relinquish
and surrender unto the said lessor(s), their heirs, successors, assigns and
legal representatives, all its right, title, interest, claim and demand in
and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this
7th day of May, 1973.

ATTEST:

Charles F. Savage, Secretary

BELCO PETROLEUM CORPORATION

By: Jack Saltz 88
Senior Vice President

ACKNOWLEDGEMENT

State of New York)
County of New York)

On this 7th day of May, 1973, before me appeared
Jack Saltz, to me personally known, who being by me
duly sworn, did say that he is the Senior Vice President
of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument
is the corporate seal of said corporation by authority of its Board of Directors
and said Jack Saltz acknowledged said instrument
to be the free act and deed of said corporation.

Given under my hand and seal this 7th day of May, 1973.

My Commission Expires:

Reba Rosenblum
Notary Public

REBA ROSENBLUM
NOTARY PUBLIC, State of New York
No. 02-8554123
Qualified in Seneca County
Commission Expires March 30, 1974.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM C. ARMOR, JR., assignor, of 560 1st Nat'l Bk Bldg., Casper, Wyo. for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to him in hand paid by WARREN BRISKELL, P.O. Box 1923, Casper, Wyoming 82601 and SALLY DeLAMARE, 560 First National Bank Building, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee their heirs, successors and assigns, all his right title and interest in, of and to one-half of one percent (1/2 of 1%) to each assignee of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming. To wit:

WYOMING 0310670 8-1-64
Township 31 North, Range 114 West, 6th P.M.
Section 2: Lots 3,4, S1/2NW1/4, E1/2SW1/4

and embracing 244.90 acres, more or less, according to the survey thereof.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, ~~described in Exhibit A attached hereto~~, is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, their successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

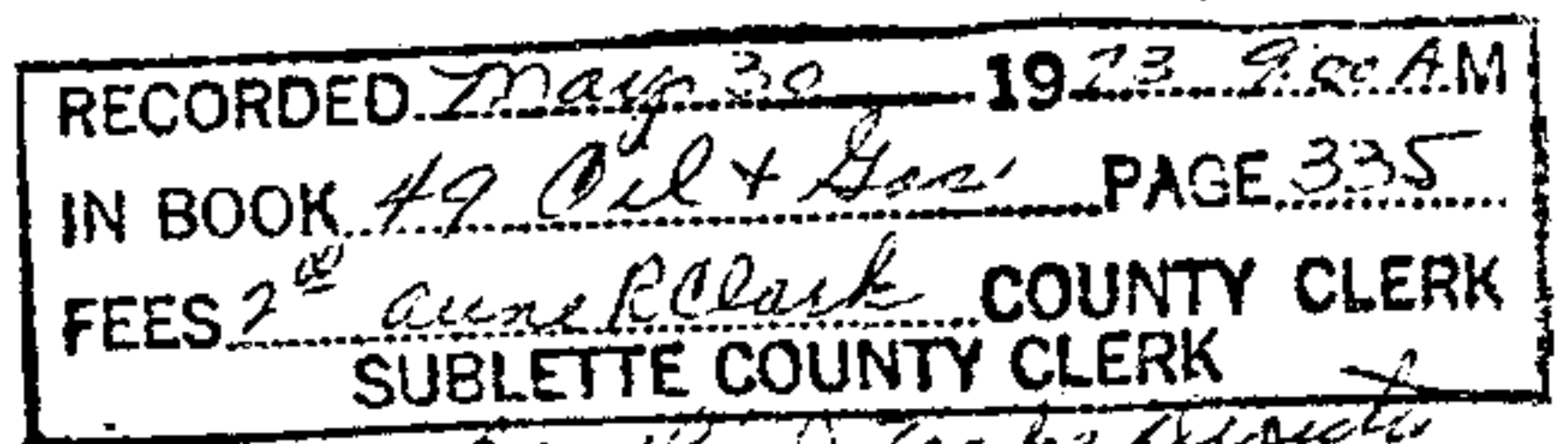
The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 1973.

William C. Armor, Jr.
William C. Armor, Jr.

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

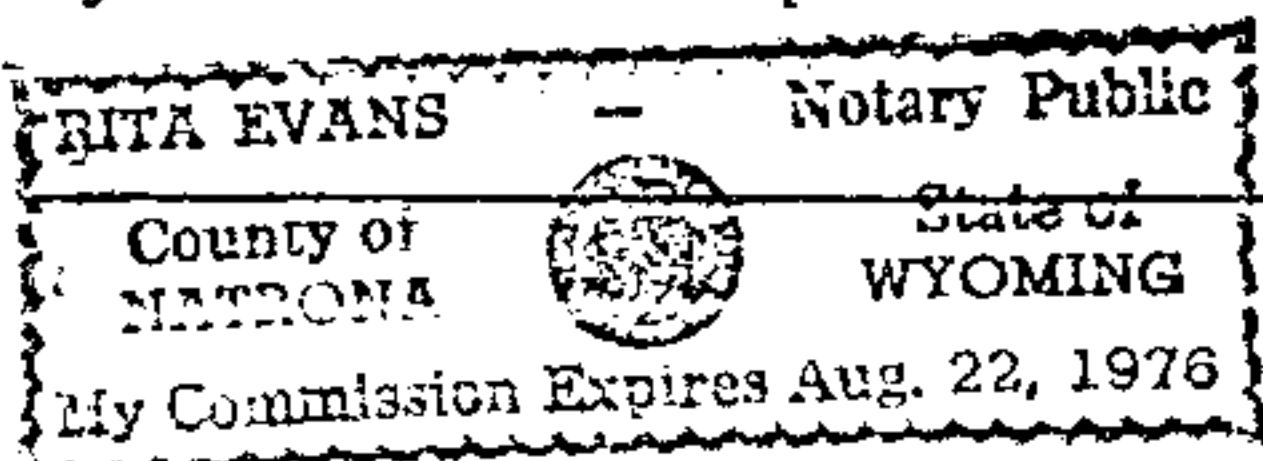
136278



The foregoing instrument was acknowledged before me this 8th day of May, 1973, by William C. Armor, Jr.

Witness my hand and official seal.

My commission expires:



[Signature]
Notary Public

3.75

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That CHORNEY OIL COMPANY, assignor, of P.O. Box 144, Casper, Wyoming 82601 for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to it in hand paid by WARREN DRISKELL of Post Office Box 1923, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee his heirs, successors and assigns, all its right, title and interest in, of and to see attached Exhibit % of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming. To wit:

see Exhibit attached hereto and by reference made a part hereof

and embracing attached acres, more or less, according to the survey thereof.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, described in Exhibit "A" hereof, is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, his successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 19 73.

ATTEST:

Secretary

STATE OF WYOMING

COUNTY OF NATRONA

CHORNEY OIL COMPANY

Raymond Chorney, President

136279

RECORDED May 30 1973 9:02 A.M.
IN BOOK 49 Oil & Gas PAGE 336
FEES 3.75 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Luis J. Zake Deputy

The foregoing instrument was acknowledged before me this 8th day of May, 19 73, by Raymond Chorney, President of Chorney Oil Company.

Witness my hand and official seal.

My commission expires:

DOROTHY A. HARRIS - Notary Public

County of Natrona State of Wyoming

My Commission Expires June 2 1973

Notary Public

EXHIBIT A
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
IN U.S. OIL AND GAS LEASES

<u>LEASE NO.</u> <u>LEASE DATE</u>	<u>DESCRIPTION</u>	<u>PERCENTAGE OF</u> <u>ROYALTY CONVEYED</u>
W-0320215 1-1-66	<u>T31N-R114W</u> Sec. 14: N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ 240.00 acres, m/1	2 $\frac{1}{2}$ %
W-4981 4-1-67	<u>T32N-R114W</u> Sec. 25: E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ 520.00 acres, m/1	5%
W-11071 3-1-68	<u>T31N-R114W</u> Sec. 14: N $\frac{1}{2}$ SW $\frac{1}{4}$ 80.00 acres, m/1	1%
W-36439 10-1-72	<u>T32N-R114W</u> Sec. 9: Lots 1,2,3,4,S $\frac{1}{2}$ N $\frac{1}{2}$,S $\frac{1}{2}$ Sec. 21: E $\frac{1}{2}$ Sec. 22: All Sec. 23: W $\frac{1}{2}$ Sec. 26: NW $\frac{1}{4}$ 1973.64 acres, m/1	2%

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That RAYMOND CHORNEY, assignor, of P.O. Box 144, Casper, Wyoming 82601 for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to him in hand paid by WARREN DRISKELL of Post Office Box 1923, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee his heirs, successors and assigns, all his right, title and interest in, of and to see attached exhibit (%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, . To wit:

see exhibit attached hereto and by reference made a part hereof

and embracing attached acres, more or less, according to the survey thereof.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, described in Exhibit "A" hereof, is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, his successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 19 73.

Raymond Chorney
Raymond Chorney

136280

STATE OF WYOMING)

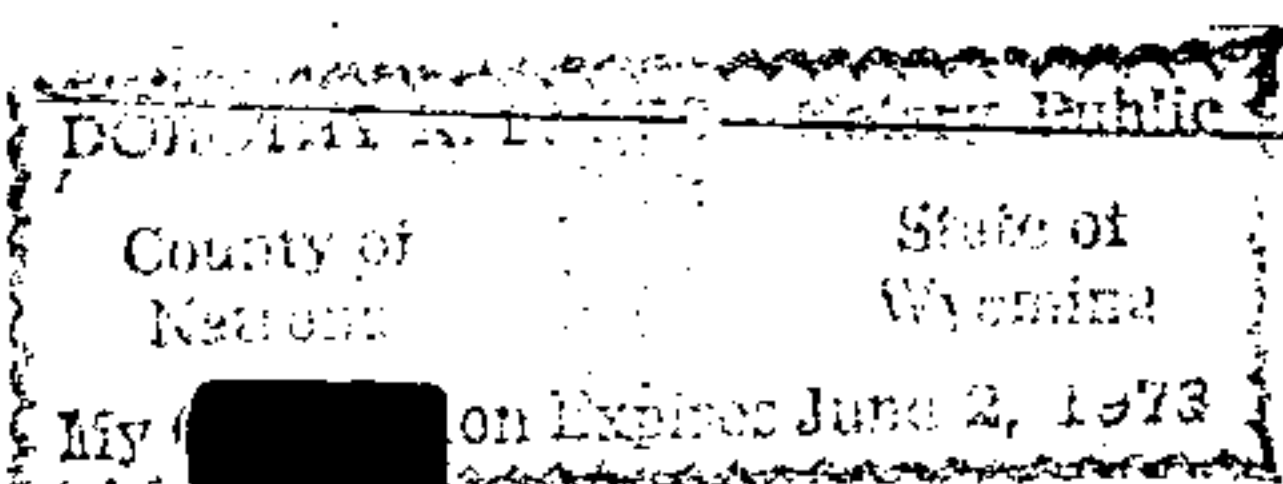
COUNTY OF NATRONA) ss

RECORDED May 30 1973 9:00 AM
IN BOOK 49 Oil & Gas PAGE 338
FEES 3.25 aux. Clerk COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lisa J. Drake Deputy

The foregoing instrument was acknowledged before me this 8th day of May, 19 73, by Raymond Chorney.

Witness my hand and official seal.

My commission expires:



Barth A. Davis
Notary Public

EXHIBIT A
 ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
 IN U.S. OIL AND GAS LEASES

<u>LEASE NO.</u> <u>LEASE DATE</u>	<u>DESCRIPTION</u>	<u>PERCENTAGE OF ROYALTY CONVEYED</u>
W-12568 6-1-68	T32N-R114W Sec. 13: SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ 280.00 acres, m/1	2%
W-33562 3-1-72	T31N-R114W Sec. 11: W $\frac{1}{2}$ 320.00 acres, m/1	2%
W-35983 8-1-72	T31N-R114W Sec. 2: W $\frac{1}{2}$ SW $\frac{1}{4}$ 80.00 acres, m/1	1%
W-36440 10-1-72	T32N-R114W Sec. 26: S $\frac{1}{2}$ Sec. 27: W $\frac{1}{2}$, SE $\frac{1}{4}$ 800.00 acres, m/1	1%
W-38511 3-1-73	T32N-R114W Sec. 12: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ 234.57 acres, m/1	5%

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That W.H. BROWN, assignor, of 512 Petroleum Bldg. Casper, Wyo. for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to him in hand paid by WARREN DRISKELL, P.O. Box 1923, Casper, Wyoming and MARY B. CALVERT, 216 West 7th, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee their heirs, successors and assigns, all his right, title and interest in, of and to shown below of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming.

To wit:
W-29920 T32N-R114W
8-1-71 Sec. 14: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Sec. 24: E $\frac{1}{2}$
760.00 acres, m/1

W-38080 T31N-R114W
2-1-73 Sec. 7: Lots 1,2, E $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 8: NW $\frac{1}{4}$
313.77 acres, m/1

WARREN DRISKELL 1%
MARY B. CALVERT 1%

WARREN DRISKELL 1%
MARY B. CALVERT 1%

and embracing -- acres, more or less, according to the survey thereof.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, ~~described in the above lease~~ is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, his successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 1973.

W.H. Brown
W.H. Brown

136281

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

RECORDED May 30 1973 9:00 AM
IN BOOK 49 Title & Lien PAGE 340
FEES \$2.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
7th Miss J. G. Gage Deputy

The foregoing instrument was acknowledged before me this 8th day of May, 1973, by W.H. Brown.

Witness my hand and official seal.

My commission expires:

KATHY L. WEINRICH - Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 28, 1977

Kathy L. Weinrich
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That CHORNEY OIL COMPANY, assignor, of P.O. Box 144, Casper, Wyoming 82601 for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to it in hand paid by WARREN DRISKELL of Post Office Box 1923, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee his heirs, successors and assigns, all its right, title and interest in, of and to one and one-half percent (1½ %) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To wit:

ST. WYO. 66-16645
11-2-66

Township 31 North, Range 114 West, 6th P.M.
Section 22: SE¼NE¼, NE¼SE¼

and embracing 80.00 acres, more or less, according to the survey thereof.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, ~~described in Exhibit A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ~~, is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, his successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 1973.

CHORNEY OIL COMPANY

Raymond Chorney, President

Secretary

136282

STATE OF WYOMING

COUNTY OF NATRONA

RECORDED May 30 1973 9:02 AM
IN BOOK 49 Oil & Gas PAGE 34H
FEES \$2.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By L. J. Clark Deputy

The foregoing instrument was acknowledged before me this 8th day of May, 1973, by Raymond Chorney, President of Chorney Oil Company.

Witness my hand and official seal.

My commission expires:

DOROTHY A. BROWN - Notary Public

County of Natrona State of Wyoming

My Comm. Expires June 1, 1975

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That W. H. BROWN, assignor, of 512 Petroleum Bldg, Casper, Wyo. for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to him in hand paid by WARREN DRISKELL, P.O. Box 1923, Casper, Wyoming and MARY B. CALVERT, 216 West 7th, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee their heirs, successors and assigns, all his right, title and interest in, of and to one percent (1%) to each assignee of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming. To wit:

Township 32 North, Range 114 West, 6th P.M.
Sec. 16: All

STATE WYOMING 71-15759
dated 10-2-71

and embracing 640.00 acres, more or less, according to the survey thereof.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, ~~as set out in Exhibit A attached hereto~~, is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, their successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 19 73.

W.H. Brown

STATE OF WYOMING)

COUNTY OF NATRONA)

136282
3

RECORDED May 30 1973 9:00 AM
IN BOOK 49 Oil & Gas PAGE 342
FEES 2⁰⁰ June R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me this 8th day of May, 19 73, by W. H. Brown

Witness my hand and official seal.

My commission expires:

KATHY L. WEINRICH - Notary Public

County of Natrona State of Wyoming

My Commission Expires Mar. 28, 1977

Kathy L. Weinrich
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That RAYMOND CHORNEY, assignor, of P.O. Box 144, Casper, Wyoming 82601 for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to him in hand paid by WARREN DUTSKELL of Post Office Box 1923, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY unto said assignee his heirs, successors and assigns, all his right, title and interest in, of and to one percent (1 %) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming. To wit:

ST WYO 72-37674 Township 31 North, Range 114 West, 6th P.M.
Dtd 12-2-72 Section 16: W $\frac{1}{2}$

and embracing 320.00 acres, more or less, according to the survey thereof.

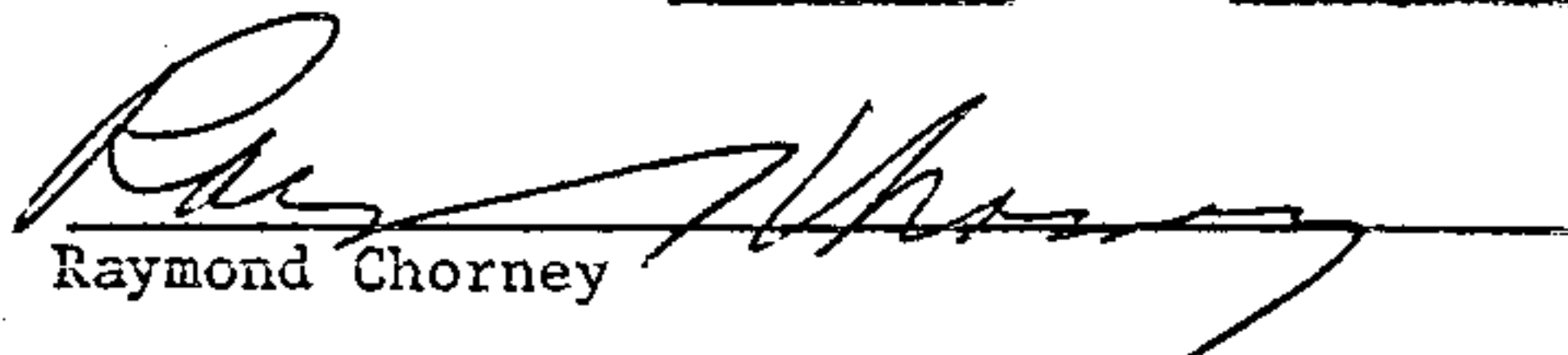
In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the oil and gas lease, ~~as described in Exhibit A~~ is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

This is an OVERRIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, and successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, his successors or assigns, in the pipeline or pipelines serving said premises or into tanks erected for the purposes of storing said products, together with the rights, privileges and benefits derived therefrom.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers or assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 8th day of May, 19 73.


Raymond Chorney

136284

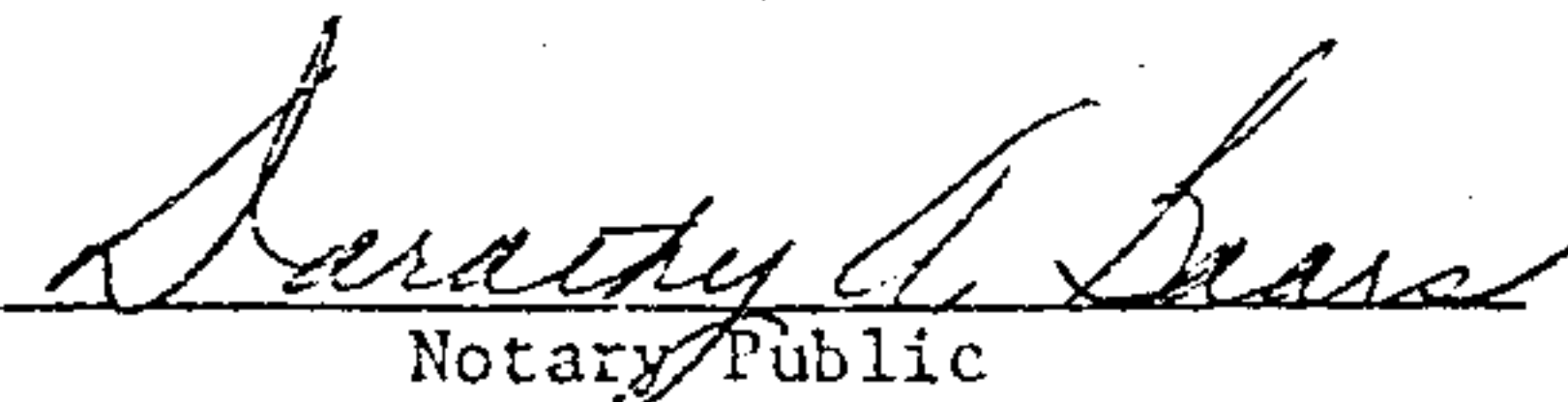
STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

RECORDED May 30 1973 2:02 A.M.
IN BOOK 49 Oil & Gas PAGE 343
FEES 2.00 Wm. R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
Per Lois J. Lake Deputy

The foregoing instrument was acknowledged before me this 8th day of May, 19 73, by Raymond Chorney.

Witness my hand and official seal.

My commission expires:


Notary Public

DOROTHY A. BIRS - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 1, 1973

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That RAYMOND CHORNEY
 _____, assignor _____, of P.O. Box 144, Casper, Wyoming 82601 for and in
 consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to him in hand paid
 by WARREN DRISKELL of P.O. Box 1923, Casper, Wyoming 82601
 hereinafter designated assignee, receipt whereof is hereby acknowledged, do _____ hereby SELL, ASSIGN, SET OVER,
 TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all his
 right, title and interests in, of and to five percent (5 %) of all the
 oil, gas and other hydrocarbon substances produced and saved from Oil and Gas Lease dated June 24, 1969 ~~xxx~~
~~xx~~ xx, 12, by and between Monte Norris, a single man and Hazel Norris,
a widow, Big Piney, Wyoming
 _____, Lessor,
 and Richard W. Chuman, P.O. Box 1466, Casper, Wyoming 82601, Lessee,
 said lease being recorded in Book 4309 Gas, Page 253, in so far as said lease covers the following described real proper-
 ty situated in Sublette County, State of Wyoming, To wit:

Township 31 North, Range 113 West, 6th P.M.
Section 19: Lots 2, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$
Township 31 North, Range 114 West, 6th P.M.
Section 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 24: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

136285

RECORDED May 30 1973 9:00 AM
 IN BOOK 49 Oil + Gas PAGE 344
 FEES 3.00 Clare R. Clark COUNTY CLERK
 SUBLETTE COUNTY CLERK

By Fred J. Lake Deputy

and embracing 605.01 acres, more or less, according to the survey thereof.

This is an OVER-RIDING royalty conveyed by assignor _____ and accepted by assignee _____ subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor _____ covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor _____ under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee _____, heirs, successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee _____, his successors or assigns, in the pipe line or pipe lines serving said premises or into tanks erected for the purpose of storing said products, together with the rights, privileges and benefits derived therefrom. Assignor _____ covenant and agrees that he has lawful right to sell and convey said royalty, and that he will warrant and defend the title to the same.

In the event assignor's total interest in the oil, gas, other hydrocarbons and all other minerals in the lands set out in and covered by the above described oil and gas lease is less than the entire leasehold estate, then the fractional interest hereinabove assigned as an overriding royalty interest shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas, other hydrocarbons and all other minerals actually owned by the assignor.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers of assignor's own oil and gas, subject to proper accounting and payment to assignee, _____ his successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 8th day of May, 19 73

Signed in presence of

Raymond Chorney (SEAL)
 Raymond Chorney (SEAL)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Dorothy A. Baars a Notary Public, in and for said County and State, on this
8th day of May, 1973, personally appeared RAYMOND CHORNEY

and _____
_____ to me known to be the identical person _____ described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires DOROTHY A. BAARS - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 2, 1973
Dorothy A. Baars Notary Public.
Residing at Casper, Wyo.

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this
_____ day of _____, 19____, personally appeared _____

and _____
_____ to me known to be the identical person _____ described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.
Residing at _____

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL) Notary Public.
My Commission expires _____

No. _____	FROM	TO	Dated _____, 19____	No. Acres _____	County _____	Term _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____	Deputy _____	When recorded return to _____
-----------	------	----	---------------------	-----------------	--------------	------------	--	--------------------	--------------	-------------------------------

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Thomas F. Stroock

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor

Theresa Decker, her heirs, assigns and legal representatives,
all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas
mining lease, made and entered into by and between Theresa Decker, a widow, LaBarge, Wyoming,
83123 (Box 22), as lessor, and Thomas F. Stroock, P. O. Box 2875, Casper,
Wyoming 82601,

as lessee , dated the 3rd day of April 19 73, insofar as same covers the following
described land, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Section 4: Lot 8, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

136308

RECORDED	<u>May 31</u>	19 <u>73</u>	<u>2:00 P.M.</u>
IN BOOK	<u>49 Oil + Gas</u>	PAGE	<u>346</u>
FEES \$	<u>2.00</u>	<u>Aune R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Leo J. Gake, Jr. atty.

Section , Township , Range , and containing 167.86
acres, situated in the County of Sublette and State of Wyoming, said lease being
recorded in the office of the Recorder of Deeds in and for said county, in Book 49 Page 273.

Executed this 30th day of May 19 73.

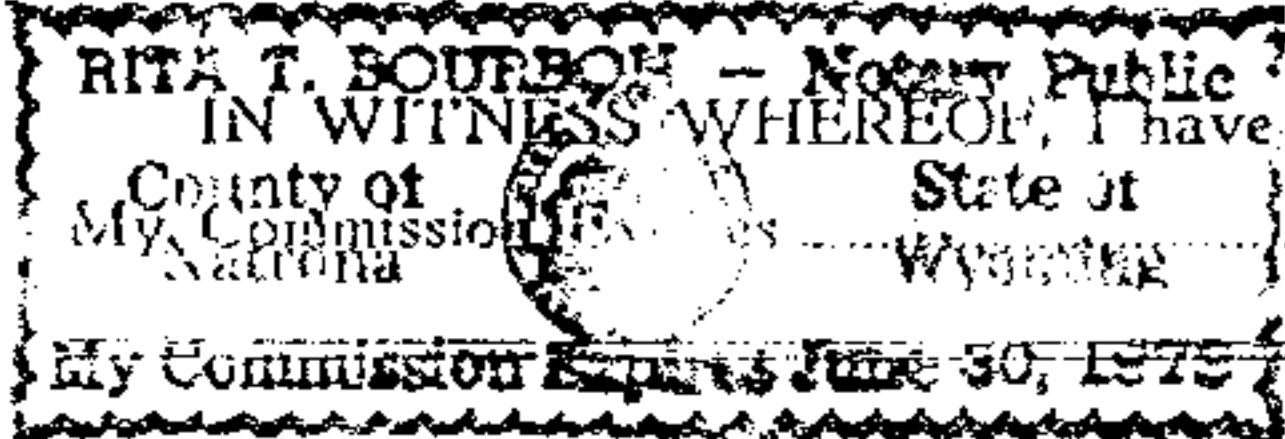
Thomas F. Stroock

STATE OF WYOMING }
COUNTY OF NATRONA } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th
day of May 19 73, personally appeared Thomas F. Stroock

and , to me known to be the identical person described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.



Rita T. Bourbon
Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of A. D. 19 before me personally
appeared to me personally known, who, being by
me duly sworn, did say that he is the of

 and the said said the content in the corporate seal of said corpora-
tion 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.

Witness my hand and seal this day of A. D. 19

OIL, GAS AND MINERAL LEASE

561

THIS AGREEMENT made this 14th day of April, 1972, between

Joseph H. Genetti and Marie E. Genetti, Husband and Wife

1213 South Iowa

Loveland, Colorado

Lessor (whether one or more), and Amoco Production Company

Lessee, WITNESSETH:

1. Lessor in consideration of \$300.00 Dollars

(\$300.00 Dollars), in hand part of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, store, transport and own said products, and

housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to-wit:

Sublette County
Township 27 North - Range 11th West
Section 34: 1/2SE1/4, 1/2SW1/4

\$3.00

Lincoln County
Township 26 North - Range 11th West
Section 3: NE1/4, N/2NE1/4, 1/2SW1/4, 1/2 lot 3
Section 4: N/2SE1/4, SW1/4, SE1/4

RECORDED May 16, 1973 At 9:00 AM
BOOK 104PR, PAGE 561
447132

of Section Township Range

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 360.03 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in

Bank of (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Three Hundred Sixty and 03/100 Dollars

(\$360.03), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit be as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and to be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing, when required by Lessor. Lessee shall have the right to remove all other structures, buildings, power lines, and other improvements on said land, and shall be responsible for the cost of removal and disposal of such structures, buildings, power lines, and other improvements, caused by or resulting from the operations of Lessee.

9. The right of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereunder, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to diminish the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, if any, and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Joseph H. Genetti
Joseph H. Genetti

Marie B. Genetti
Marie B. Genetti

No. 128484		OIL, GAS AND MINERAL LEASE		FROM		TO		Date		Section		Township		Range		County, Wyoming		Term		No. of Acres		STATE OF WYOMING,		County of, <i>Sublette</i>		This instrument was filed for record on the <i>11th</i> day of <i>June</i> , 19 <i>73</i> at <i>10:45</i> o'clock <i>A.</i> M., and duly recorded in book <i>49048</i> page <i>347</i> of the records of this office. <i>43.00</i>		By <i>Carrie R. Wash</i> County Clerk—Register of Deeds. <i>David J. Parker</i> Deputy.		Record and Mail to:		When recorded return to AMOCO PRODUCTION COMPANY SECURITY LIFE BUILDING DENVER, COLORADO 80202	
------------	--	----------------------------	--	------	--	----	--	------	--	---------	--	----------	--	-------	--	-----------------	--	------	--	--------------	--	-------------------	--	----------------------------	--	--	--	---	--	---------------------	--	--	--

STATE OF ~~WYOMING~~ Colorado

County of *Larimer*

SS.

Wyoming Individual

On this *4th* day of *April*, 19*73*, before me personally appeared

Joseph H. Genetti and Marie B. Genetti, Husband and Wife

to me known to be the person *s* described in and who executed the foregoing instrument, and acknowledged that *he* 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 effect of signing and acknowledging the said instrument.

Given under my hand and *4th* this *4th* day of *April*, A.D. 19 *73*.

My commission expires *5/12/76*

William P. Pollard
Notary Public.

STATE OF WYOMING

County of

SS.

Wyoming Individual

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 _____ he _____ 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 effect of signing and acknowledging the said instrument

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission expires _____

Notary Public.

STATE OF WYOMING

County of

SS.

Wyoming Corporation

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

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

_____ 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 _____

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

Given under my hand and _____ this _____ day of _____, A.D., 19____.

My commission expires _____

Notary Public.

138500

RECORDED	June 11	19 23	2:30 P.M.
IN BOOK	49	Oil & Gas	PAGE 349
FEES \$	3.00	Anna L. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			
By Louis J. Lake Deputy			

ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That ROY T. FISK and CAROLYN B. FISK, husband and wife, of Bondurant, Wyoming, assignors herein, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid by ALBERT E. FEUZ and MARGARET C. FEUZ, of Bondurant, Wyoming, assignees herein, receipt whereof is hereby acknowledged and confessed, DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY and SET OVER unto the said assignees all of their right, title and interest in and to SIX AND ONE-FOURTH PER CENT (6 1/4%) royalty of all minerals, including oil and gas, saved and produced from the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

Township 38 North, Range 113 West of the 6th P.M.

Section 18 - Lot 4, SW/4 SE/4 SW/4
Section 19 - Lot 1, NE/4 NW/4

Township 38 North, Range 114 West of the 6th P.M.

Section 24 - N/2 NE/4, E/2 NE/4 NW/4

and the H. E. Survey No. 237, embracing a portion of, approximately, Section 13 in Township 38 North, Range 114 West, 6th P.M., said H. E. Survey No. 237, more particularly bounded and described as follows:

Begin at Corner No. 1, identical with the corner to said Sections 13, 18 and 24;

Thence, North 89° 57' West 39.83 chains to Corner No. 2;

Thence, North 89° 50' West 9.91 chains to Corner No. 3;

Thence, North 1° 2' East 9.95 chains to Corner No. 4;

Thence, North 89° 25' East 9.84 chains to Corner No. 5;

Thence, North 12.37 chains to Corner No. 6;

Thence, South 86° 15' East 39.75 chains to Corner No. 7;

Thence, South 10' East 19.88 chains to
Corner No. 1, the place of beginning;

EXCEPTING HOWEVER all those lands described in
warranty deed of record in Book 13 of Deeds,
page 369, and warranty deed of record in
Book 15 of Deeds, page 485, office of the Sub-
lette County Clerk of Sublette County, Wyoming;

TO HAVE AND TO HOLD unto the assignees aforesaid for so
long as they or either of them shall live, but, upon the death of
both of said assignees, all rights hereunder shall terminate, PRO-
VIDED, HOWEVER, that any royalty being paid to the second or last
of said assignees to die shall upon said death continue to be paid
in equal shares to the heirs of the assignees, and said landowner's
royalty as above set forth, and the minerals so produced and saved
from the aforesaid lands shall be delivered free of costs or charge
for production, together with the rights, privileges and benefits
to be derived therefrom; and the assignors do hereby assign and con-
vey the aforesaid royalty under leases now covering the aforesaid
lands as well as any lease or leases that may be hereafter made
covering the above described lands.

DATED this 25 day of MAY, 1973.

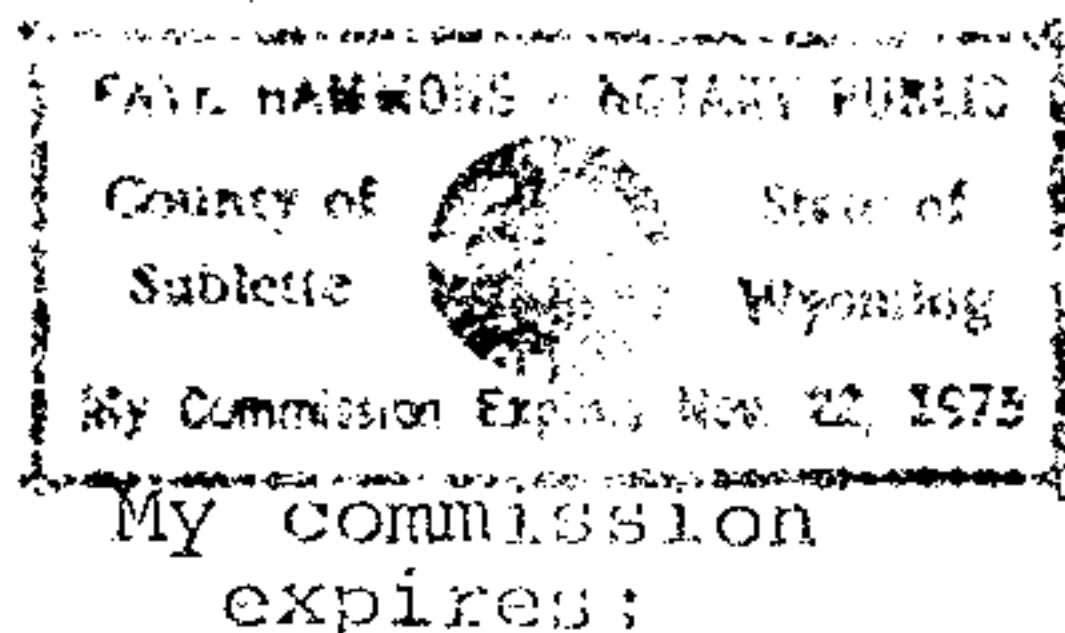
Roy C. Fisk
ROY C. FISK

Carolyn B. Fisk
CAROLYN B. FISK

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

30th day of May, 1973. The foregoing instrument was acknowledged before me this

Witness my hand and official seal.



Faye Hammons
Notary Public

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 6th day of June, 1973, by and between
Claudie M. Meyer and William F. Meyer, her husband

of Box 236, Pinedale, Wyoming 82901 hereinafter called lessor (whether one or more) and
Thomas F. Stocco
of P.O. Box 2775, Casper, Wyoming 82601 hereinafter called lessee

WITNESSETH: That the lessor, for and in consideration of Ten and 00/100 (\$10.00) cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 22 North, Range 111 West, 6th T. N.
Section 26: Lots 2, 3, 4, 8, 9, SE1/4, NE1/4, SE1/4

4.8 acres, more or less. (8) and containing 349.03 acres, more or less.
It is agreed that this lease shall remain in force for a term of 7 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the XXXXXXXXXXXX Pay Direct to XXXXX Box 236, Pinedale, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Three Hundred Forty Nine and 03/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interest covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:
Claudie M. Meyer (SEAL)
William F. Meyer (SEAL)

STATE OF Wyoming
COUNTY OF Natrona

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

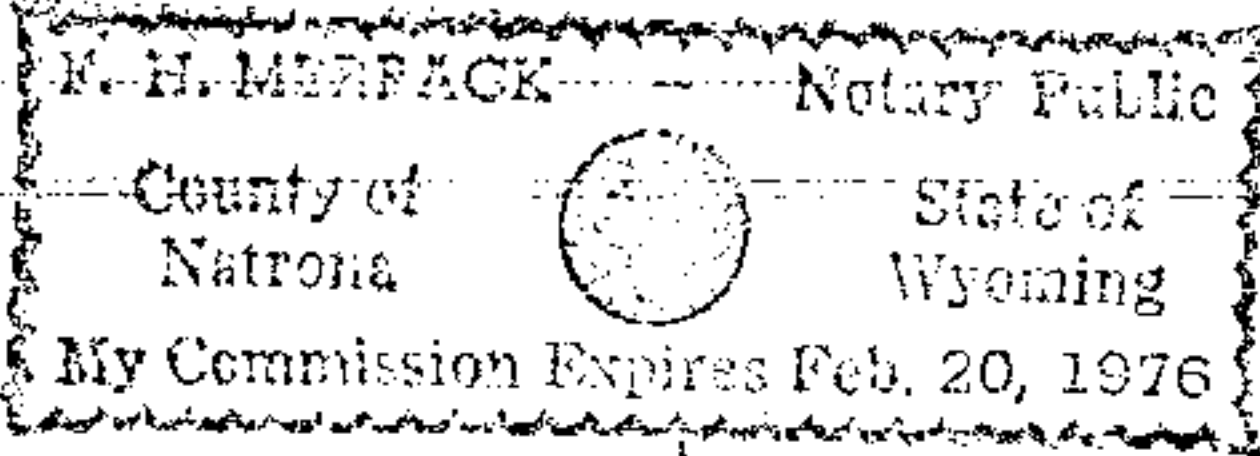
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th
day of June, 19 73, personally appeared Elaine M. Meyer

and William F. Meyer, her husband

to me known to be the identical person s described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year last above written

My Commission Expires F. H. MORBACK Notary Public



F. H. Morback Notary Public

State of

County of

ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT (For use by Corporation)

County of _____ } ss.

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19 _____

(SEAL)

Notary Public.

My Commission expires _____

No. 136538

FROM

TO

Dated _____ 19 _____

No. Acres _____

This instrument was filed for record on the 9th

day of June, 19 73, at

9:45 o'clock P.M. and duly recorded in

Volume 49 of 4 Page 37

of the records of this office.

Charles R. Morback County Clerk.

Deputy.

When recorded return to

Producers 88 Spec. - 17
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

1st June 1973
AGREEMENT Made by and between
Elizabeth Budd Humphrey and Harold Humphrey, husband and wife
1106 Westergard, Rt. 3, Box 223 C, Idaho Falls, Idaho 83401
of Thomas F. Stroock
P. O. Box 2875, Casper, Wyoming 82601
hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of \$10.00 DOLLARS (as 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette State of Wyoming, described as follows, to-wit:
Township 29 North, Range 111 West, 6th P. M.
Section 6: Lots 2, 3, 4, 5, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Township 29 North, Range 112 West, 6th P. M.
Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Township 30 North, Range 111 West, 6th P. M.
Section 31: Lots 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

XXXXXX ~~XXXXXX~~ XXXX eight (8) and containing 476.71 acres, more or less.

It is agreed that this lease shall remain in force for a term of 25 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Security Bank of Idaho Bank at East Side Branch 305 First Idaho Falls, Idaho

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Four Hundred Seventy Six and 71/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessor until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessor held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
Elizabeth Budd Humphrey (SEAL)
Harold Humphrey (SEAL)

STATE OF Idaho }
COUNTY OF Bear River } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8
day of June, 19 73, personally appeared Elizabeth Budd Humphrey

and Harold Humphrey, her husband

to me known to be the identical person S, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and date above written.
My Commission Expires 9-11-73
[Signature]
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____

Witness my hand and official seal.
My Commission Expires: _____ Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19____, before me personally
appeared _____, to me personally known, who, being by
duly sworn, did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal of said corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL) _____ Notary Public.

My Commission expires _____

No. <u>136539</u>	FROM	TO	Dated <u>June 8</u> , 19 <u>73</u>	No. Acres _____
This instrument was filed for record in the <u>13th</u> bk.				
day of <u>June</u> , 19 <u>73</u> , at <u>2:00</u> o'clock <u>P.</u> M., and duly recorded in	Volume <u>49</u> Page <u>353</u>			
of the records of this office.				
By <u>[Signature]</u> County Clerk.	Deputy <u>[Signature]</u>			
When recorded return to _____				

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 1st day of June, 1973, by and between
Joseph L. Budd and Ruth Budd, husband and wife

of Big Piney, Wyoming 83113
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601
hereinafter called lessor (whether one or more) and
hereinafter called lessee

WITNESSETH: That the lessor for and in consideration of Ten and More ----- DOLLARS
(\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming, described as follows, to-wit:
Township 29 North, Range 111 West, 6th P. M.
Section 6: Lots 2, 3, 4, 5, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Township 29 North, Range 112 West, 6th P. M.
Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Township 30 North, Range 111 West, 6th P. M.
Section 31: Lots 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

containing (8) and containing 476.71 acres, more or less.
It is agreed that this lease shall remain in force for a term of 8 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the _____ Bank at _____, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Four Hundred Seventy Six and 71/100 ----- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lease has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proper share part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land in a lease to lessee, or should any one or more of the parties named above as lessor not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

1. Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Joseph L. Budd (SEAL)

Ruth Budd (SEAL)

Ruth Budd (SEAL)

Ruth Budd (SEAL)

STATE OF Wyoming
COUNTY OF Sublette ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of June, 1973, personally appeared Joseph L. Budd

and Ruth Budd, husband and wife

to me known to be the identical person S. described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires Nov. 17, 1979 Notary Public

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this June day of 1973

Witness my hand and official seal.
My Commission Expires: Nov. 17, 1979 Notary Public

State of Wyoming }
County of Sublette } ss. ACKNOWLEDGMENT (For use by Corporation)

On this June day of 1973, A. D. 1973, before me personally
appeared Joseph L. Budd, to me personally known, who, being by
me duly sworn, did say that he is the President of Sublette County

and that the seal affixed to said instrument is the corporate seal of said corpora-
tion 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.

Witness my hand and seal this June day of 1973, A. D. 1973

(SEAL) Notary Public
My Commission expires Nov. 17, 1979

No. 136540

FROM Sublette County

TO Sublette County

Acres. 1.34

This instrument was filed for record on the 13th day of June, 1973, at 9:00 o'clock P.M. and duly recorded in
volume 49 Page 135
Sublette County of the records of this office.
County Clerk
Deputy.
When recorded return to Sublette County

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. - C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 1st day of June, 1973, by and between

Dorothea B. Newcomb, also known as Dorothy B. Newcomb, a widow

DEVELOP - 46 Spring Lakes, 225 Mt. Hermon Road

of Scottsvalle, California 95060

Thomas F. Stroheck

of P. O. Box 2875, Casper, Wyoming 82601

WITNESSETH, That the Lessor, for and in consideration of \$10.00 DOLLARS (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

Wyoming, described as follows, to-wit

Township 29 North, Range 111 West, 6th P. M.

Section 6: Lots 2, 3, 4, 5, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 29 North, Range 112 West, 6th P. M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 30 North, Range 111 West, 6th P. M.

Section 31: Lots 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

ACRES, more or less. 476.71
It is agreed that this lease shall remain in force for a term of 24 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the County Bank of Santa Cruz Bank at Santa Valley C.

223 Mt. Hermon Road, Scotts Valley

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Four Hundred Seventy Six and 71/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessor, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessors or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

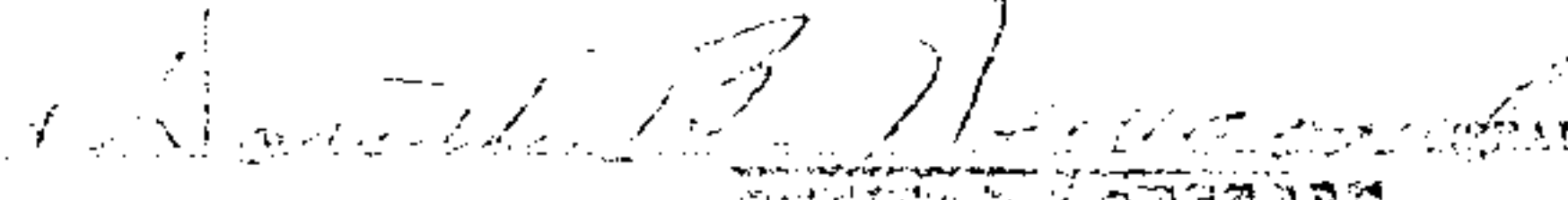
Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

No oil and gas person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessor not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption law of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the presence of:


Dorothea B. Newcomb (SEAL)

563-26-3200

(SEAL)

(SEAL)

(SEAL)

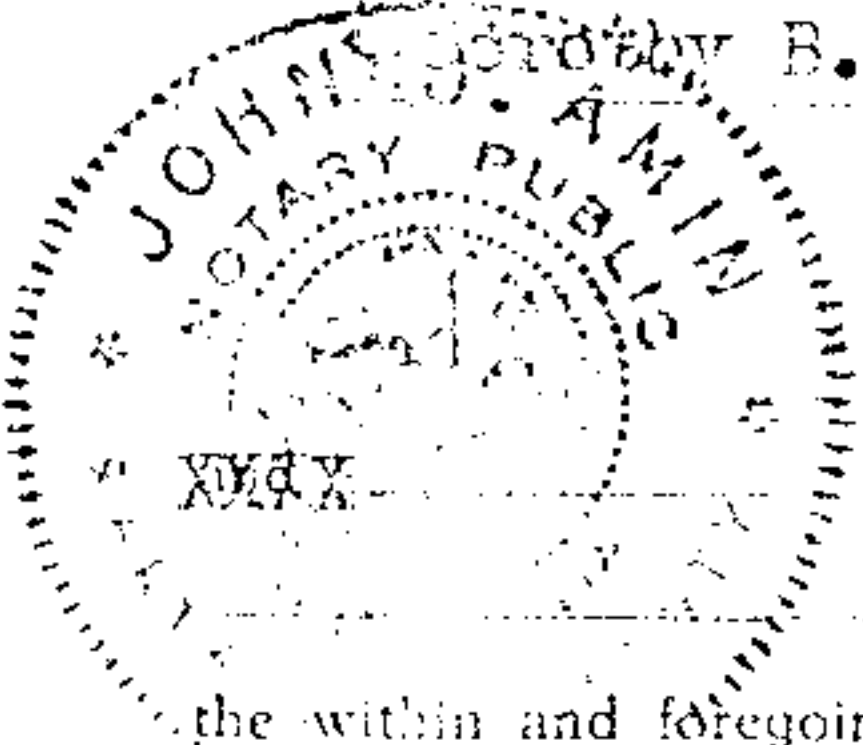
(SEAL)

STATE OF XXy California
 COUNTY OF Santa Cruz ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
 Nebraska, North Dakota, South Dakota
 ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th

day of June, 19 73, personally appeared Dorothea B. Newcomb, also known as
Dorothea B. Newcomb, a widow



Dorothea B. Newcomb to me known to be the identical person described in and who executed
 the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free
 and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
 My Commission Expires June 28, 1974

John J. Amin
 Notary Public.

State of _____ }
 County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
 County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19____, before me personally
 _____, to me personally known, who, being by
 _____ duly sworn, did say that he is the _____ of _____

_____ and that the seal affixed to said instrument is the corporate seal of said corpora-
 tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

My Commission expires _____

No. 136541

FROM

TO

Dated _____, 19____

No. Acres _____

This instrument was filed for record on the 13th day of June, 19 73 at

9:00 o'clock AM, and duly recorded in

Volume 444 Page 357

644 of the records of this office.

Deane R. P. Clark County Clerk

By Deane R. P. Clark Deputy.

When recorded return to _____

AGREEMENT AND ASSIGNMENT OF OPERATING RIGHTS

THIS AGREEMENT AND ASSIGNMENT OF OPERATING RIGHTS, made and entered into by and between TENNECO OIL COMPANY, a Delaware corporation with an operating office at Denver, Colorado, as Party of the First Part who hereinafter, for convenience, will sometimes be referred to as "Tenneco", and PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an operating office at Bartlesville, Oklahoma, as Party of the Second Part who hereinafter, for convenience, will sometimes be referred to as "Second Party".

WITNESSETH:

WHEREAS, Tenneco is the owner of an undivided one-half (1/2) of the working and operating rights from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.) under that certain oil and gas lease issued by the United States of America under date January 1, 1960, which lease bears serial number W-084827, insofar as the said lease and said working and operating rights cover and relate to the following described lands located in the County of Sublette, State of Wyoming, to wit:

Township 35 North, Range 115 West, 6th P.M.

Section 35: All

Containing 640.00 acres, more or less

and

WHEREAS, Tenneco is the owner of an undivided three-fourths (3/4) of the working and operating rights from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.) under that certain oil and gas lease issued by the United States of America under date January 1, 1960, which lease bears serial number W-084827, insofar as the said lease and said working and operating rights cover and relate to the following described lands located in the County of Sublette, State of Wyoming, to wit:

Township 35 North, Range 115 West, 6th P.M.

Section 26: N/2

Containing 320.00 acres, more or less

WHEREAS, Tenneco is the owner of full working and operating rights from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.) under that certain oil and gas lease issued by the United States of America under date January 1, 1960, which lease bears serial number W-064827, insofar as the said lease and said working and operating rights cover and relate to the following described lands located in the County of Sublette, State of Wyoming, to wit:

Township 35 North, Range 115 West, 6th P.M.

Section 26: E/2

Containing 320.00 acres, more or less

and

WHEREAS, Second Party is entitled to an assignment of all of Tenneco's working and operating rights in and under the above described lands, insofar and only insofar as said working and operating rights cover and pertain to the oil, gas and casinghead gas, and all rights pertaining thereto, in said lands from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.).

NOW, THEREFORE, for and in consideration of the premises, Tenneco does hereby convey, grant and assign to Second Party without representation or warranty of title either express or implied all of Tenneco's right, title and interest in and to the working and operating rights in, to, under and held in connection with the above-described oil and gas lease, insofar as it covers and pertains to the above-described lands and any renewals, modification or extensions of said oil and gas lease issued or to be issued in lieu thereof, and any exchange, consolidated or other character of lease issued or to be issued as a result thereof, the rights and interests so granted and assigned being all of Tenneco's present right and privilege to explore and drill for, mine, extract, produce, remove, treat, handle, dispose of and market oil and/or gas or any other minerals or substances covered by said oil and gas lease and contained in the lands described above, provided,

however, that the rights and interest hereby assigned are limited to such rights and interests under said lease and in said lands, insofar and only insofar as said lease and said working and operating rights cover and pertain to the oil, gas, casinghead gas and other minerals, and all rights pertaining thereto, in said lands from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation, (for the purposes hereof the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4 NW/4 Section 25-35N-115W, 6th P.M.).

The overriding royalty interest reserved by Phillips Petroleum Company in that certain Agreement and Assignment of Operating Rights dated November 15, 1971, by and between Phillips Petroleum Company and Tenneco Oil Company covering the E/2 Section 26, Township 35 North, Range 115 West, 6th P.M., Sublette County, Wyoming, shall terminate concurrently with the delivery of this Agreement and Assignment of Operating Rights and acceptance by Phillips Petroleum Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and assignment this 9th day of February, 1973.

TENNECO OIL COMPANY

By

L. L. Parish
L. L. PARISH

Attorney-in-Fact

Certified Copy of Resolution by Board of Directors of Tenneco Oil Company designating L. L. Parish as Attorney-in-Fact is filed in Wyoming - 040-548 still in effect.

PHILLIPS PETROLEUM COMPANY

By

RA Smith
Attorney-in-Fact

RECEIVED BY ATTORNEY FOR PHILLIPS PETROLEUM COMPANY
IN WYOMING - 040-548
AND BY THE SECRETARY OF THE STATE OF WYOMING.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 9th day of February, 19 73

PHILLIPS PETROLEUM COMPANY

By:

R D Snel

mh

(Assignee's Signature)

Attorney in Fact

CERTIFICATE OF AUTHORITY OF ATTORNEY
IN PHILLIPS PETROLEUM COMPANY
AND SUCH CERTIFICATE IS STILL IN EFFECT.

Bartlesville, Oklahoma 74004

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

ACKNOWLEDGEMENT FOR TENNECO OIL COMPANY

STATE OF COLORADO)

) SS.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of February, 1973, by L. L. PARISH as Attorney-in-Fact for Tenneco Oil Company.

Witness my hand and official seal.

Elena C. Milbrough

Notary Public

Elaine C. Middaugh

My Commission Expires ~~My Commission expires July 10, 1974~~

ACKNOWLEDGEMENT FOR PHILLIPS PETROLEUM COMPANY

STATE OF COLORADO)

) SS.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1973, by _____ as Attorney-in-Fact for Phillips Petroleum Company.

Witness my hand and official seal.

Notary Public

My Commission Expires _____

136563

RECORDED June 5 19 73 2:40 PM
IN BOOK Mc Pitts PAGE 357
FEES \$ 0.00 unc. & back COUNTY CLERK
SUBLEITE COUNTY, PINEDALE, WYOMING

Form 3100-S
(January 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

G-213223

FORM APPROVED
GHS NO. 42-R1599

Serial No. 1-01327

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

Phillips Petroleum Company
Bartlesville, Oklahoma 74004

1.

The undersigned, as owner of 50% percent of record title of the above-designated oil and gas lease issued effective (date) January 1, 1960, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 35 North, Range 115 West, 6th P.M.

Section 26: All

containing 640.00 acres, more or less, in Sublette County, Wyoming

This Assignment is made without representation or warranty of title, either express or implied.

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None.

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None.

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3 1/2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 11th day of January, 1973
TENNECO OIL COMPANY

Certified Copy of Resolution by Board of Directors of Tenneco Oil Company designating L. L. Parish, as Attorney-In-Fact is filed in Wyoming - 040548 still in effect.

BY L. L. Parish
(Assignor's Signature)

(Assignor's Address)

L. L. Parish
Attorney-in-Fact

P. O. Box 2410, Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

RECORDED	<u>June 15</u>	<u>1973</u>	<u>9:15 A.M.</u>
IN BOOK	<u>4411</u>	<u>Page</u>	<u>364</u>
SUBLETTE COUNTY CLERK			
SUBLETTE COUNTY, PANDELE WYOMING			

Assignment approved effective 1/11/73

By [Signature]
(Authorized Officer)

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are made in accordance with the provisions of 43 CFR 3100.1. Reproductions on one sheet of both sides are official form.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

- A. ASSIGNEE CERTIFIES THAT
- 1. Assignee is over 21 years of age
 - 2. Assignee is a citizen of the United States
 - 3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
 - 4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
 - 5. Filing fee of \$10 is attached *(see B.L.M. Form 2 of General Instructions)*
 - 6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.
- B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
- C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 9th day of February, 1973

WITNESSETH THAT I, L. L. PARISH, Attorney-in-Fact for Phillips Petroleum Company, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears to me.

PHILLIPS PETROLEUM COMPANY

By: R. D. Smith ah
(Assignee's Signature)
Attorney in Fact

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of February, 1973.

Bartlesville, Oklahoma 74004
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

ACKNOWLEDGEMENT FOR TENNECO OIL COMPANY 365

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 11th day of January, 1973 by L. L. PARISH as Attorney-in-Fact for Tenneco Oil Company.

Witness my hand and official seal.

Elsie C. Middaugh
Notary Public
Elsie C. Middaugh

My Commission expires July 19, 1974

ACKNOWLEDGMENT FOR PHILLIPS PETROLEUM COMPANY

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1973, by _____ as Attorney-in-Fact for Phillips Petroleum Company.

Witness my hand and official seal.

Notary Public

My Commission expires _____

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of an operation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor hereby warrants and agrees to defend the title to said land and agreed that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Abner H. Goldstone
Abner Goldstone, a married man doing
business in his sole and separate right

No. 133000	OIL, GAS AND MINERAL LEASE	
FROM	TO	
Date	Section	Range
19		County, Wyoming
No. of Acres	Term	
STATE OF WYOMING,	County of	
This instrument was filed for record on the 15 th day of April, 1973, at 9:00 o'clock A. M., and duly recorded in book 49014-1-100 page 366 of the records of this office.		
By	County Clerk—Register of Deeds.	Deputy.
		Record and Mail to:

STATE OF ~~WYOMING~~ New York

County of *Albany* } SS.

Wyoming Individual

On this *15* day of *April*, 1973, before me personally appeared *Abner Goldstone*

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 effect of signing and acknowledging the said instrument.

Given under my hand and seal of this *15* day of *April*, A.D., 1973.

My commission expires *March 30, 1975*
Qualified in New York County
Commission Expires March 30, 1975

Notary Public

STATE OF WYOMING

County of } SS.

Wyoming Individual

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 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 effect of signing and acknowledging the said instrument.

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

Notary Public

STATE OF WYOMING

County of } SS.

Wyoming Corporation

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

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

Notary Public

Producers 84 Speed 17
Wyoming

OIL AND GAS LEASE

KINGFEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT Made this 6th day of June, 1973 by and between
Helen E. Bray, a widow

of Box 158, Big Piney, Wyoming 83113

Thomas F. Street

of P. O. Box 8875, Casper, Wyoming 82601

WITNESSETH: That the lessor, for and in consideration of Ten and 00/100 - - - - - DOLLARS (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

State of

Wyoming, described as follows, to-wit

Township 30 North, Range 112 West, 6th P. M.

Section 26: SW 1/4, NW 1/4, SE 1/4

Section 27: SW 1/4, NW 1/4, SE 1/4

Section 34: NW 1/4, E 1/4

RECORDED June 19, 1973 2:22 PM
IN BOOK 49 Oil & Gas PAGE 369
FEES 3.00 Cass R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Hand Jake Wiegman

It is agreed that this lease shall remain in force for a term of Eight (8) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Four Hundred Eighty and No/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessor, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Helen E. Bray (SEAL)
Helen E. Bray (SEAL)

Assigned
53049 Pg 129

STATE OF Wyoming
COUNTY OF Sublette } ss.

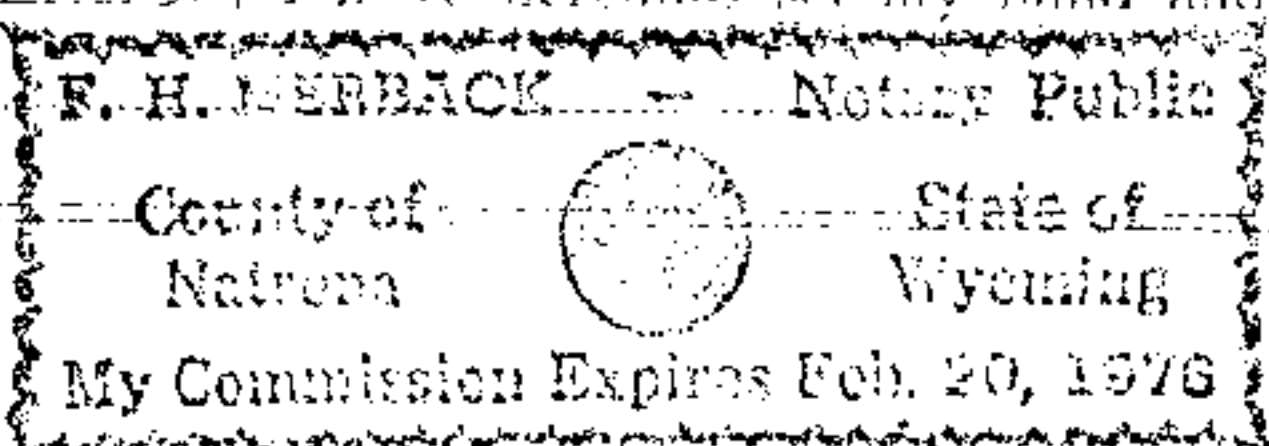
Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th
day of June, 19 73, personally appeared Helen E. Bray, a widow

she, to me known to be the identical person she, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires F. H. HERBACK Notary Public



F. H. Herback Notary Public

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public

My Commission expires _____

No.	FROM	TO	Dated	No. Acres	This instrument was filed for record on the	day of	o'clock	Vol.	and duly recorded in	Volume	Page	of the records of this office.	County Clerk	Deputy	When returned return to

STATE OF Wyoming
COUNTY OF Natrona } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BETWEEN ME, the undersigned, a Notary Public, in and for said County and State, on this 7th
day of June, 19 73, personally appeared Florence MacElashan Palmer

and A. E. Palmer, her husband

to me known to be the identical person S, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires A. H. MERTZACK - Notary Public

County of Natrona } ss.
My Commission Expires Feb. 20, 1975

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ } ss.
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

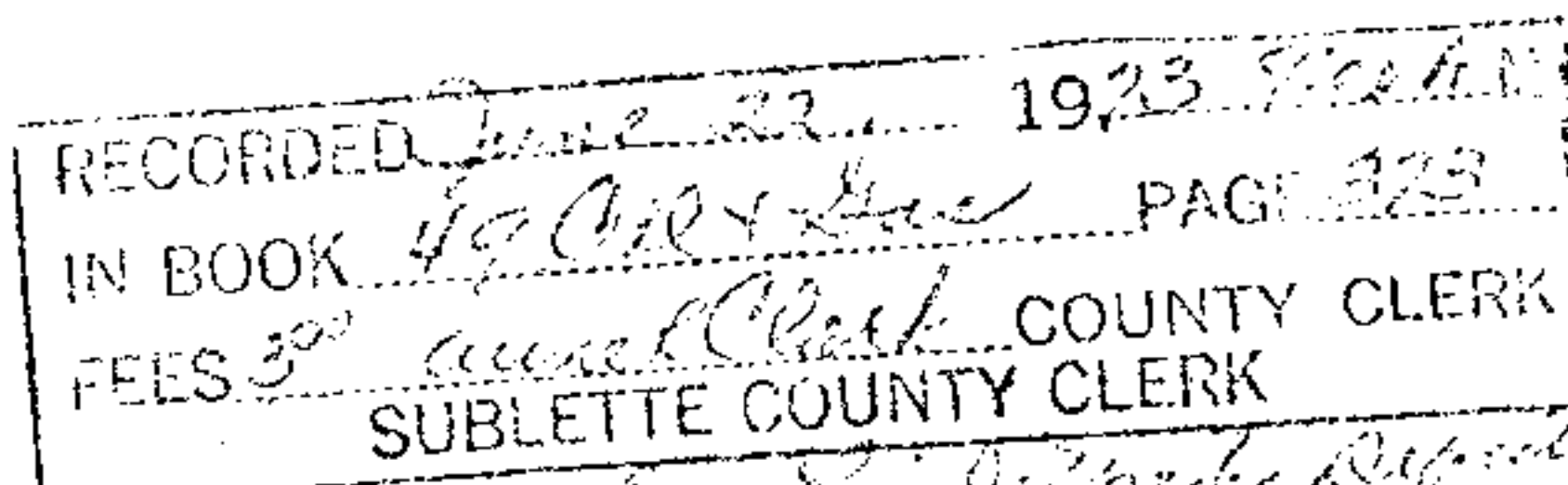
My Commission expires _____

No. _____	FROM _____	TO _____	Dated _____ 19____	No. Acres _____	This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____ Deputy _____	When recorded return to _____
-----------	------------	----------	--------------------	-----------------	--	---------------------------------	-------------------------------

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned RAYMOND CHUMELI, Post Office Box 144, Casper, Wyoming 82601

for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby grant, bargain, sell, convey, assign and transfer unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, San Francisco, California 94105



an undivided 75% of all his
and assigns, / right, title and interest in and to the oil and gas mining lease made and entered into under date

of June 24, 1969, by and between Monte Norris, a single Man and Hazel

Norris, a widow, Big Piney, Wyoming, lessor S, and

Richard W. Chuman, P.O. Box 1466, Casper, Wyoming, lessee,

and the leasehold estate for oil and gas mining purposes thereby created, in so far as the same covers the fol-

lowing described real property situated in the County of Sublette and State of

Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.

Section 19: Lots 2,4, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

Township 31 North, Range 114 West, 6th P.M.

Section 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 24: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

without warranty of title, express or implied, said lease being recorded in the office of the county recorder

in and for said County and State in Book 438 Gas Page 253

Reserving however, unto the Assignors herein an overriding royalty of none, there being an overriding royalty of five percent (5%) previously reserved,

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

~~In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least _____ days in advance of the anniversary date~~

~~specified in said lease, and Assignor hereunder shall then have _____ days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the Anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was~~

TO HAVE AND TO HOLD THE SAME unto said Pacific Transmission Supply Company, its

successors and assigns, for the remaining term of said lease, subject to the terms, stipulations and conditions therein contained and set forth.

EXECUTED, This 18 day of May
without warranties of any kind.

[Signature] (Seal)
[Signature] (Seal)
[Signature] (Seal)

Oldham, Kansas, New Mexico, Wyoming, Montana, Colo. and Utah.
Richards, North Dakota, South Dakota
Adams, Nebraska
Adams, Nebraska

BEFORE ME, Dorothy A. Baars _____ a Notary Public, in and for said County and State, on this
18 _____ day of May _____, 1973 _____, personally appeared Raymond Cheneay _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed the same as _____ his _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 12-31-1999 Wendy H. Lewis
 Notary Public
 Residing at Casper, Wyoming

Residing at Casper, Wyoming

STATE OF _____ }
COUNTY OF _____ } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the will in and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____
Notary Public.

Residing at

State of } ss.
County of

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 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 corpora-
tion 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.

Witness my hand and seal this..... day of....., A. D. 19.....

(SEAL) _____ Notary Public.

My Commission expires.....

No. _____

FROM _____

TO _____

dated _____, 19____

_____ County _____

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

County Clerk _____ Deputy _____

When recorded return to _____

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma with an office in Denver, Colorado 80202

do hereby release and surrender all of its right, title and interest in and to that certain oil and gas, or oil, gas and mineral lease, made and entered into between

Robert A. Springman et ux

Lessor

and Amoco Production Company

Lessee

said lease being recorded in Book 49, on Page 262, in the records provided by law for the recording

of such leases, only in so far as said lease covers the following described land located in the County of Sublette

State of Wyoming to-wit:

Township 30 North, Range 113 West

Section 19: Lot 4 (43.78)

Section 30: Lot 1 (43.82), 2(43.84), 3(43.89)

NE/4SW/4, E/2NW/4, W/2E/2

Containing 455.34 acres more or less

RECORDED June 25 1973 9:04 AM
IN BOOK 49014 PAGE 375
FEES \$2.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [Signature] Deputy

APPROVED
[Signature]

Executed this 12th day of June, 1973

Amoco Production Company

By [Signature] Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 12th day of June, 1973, before me, the undersigned, a Notary Public in and for

said County and State, personally appeared T. S. Yancey known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney In Fact of Amoco Production Company, and that said instrument was executed in behalf of said Corporation by authority of its

Board of Directors, and said T. S. Yancey acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of June, 1973

My comm. expires Dec 14, 1974

[Signature] Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company, Security Life Bldg., Denver, Colorado 80202
FORM 700 2-71

Orig: 6-12-73; title failure

STATE OF Wyoming
COUNTY OF Sublette

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of June, 1975, personally appeared Velon D. Turner, a widow

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires June 20, 1976
[Signature] Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____
Witness my hand and official seal.
My Commission Expires: _____
Notary Public

State of _____ }
County of _____ } ss.
ACKNOWLEDGMENT (For use by Corporation)
On this _____ day of _____, A. D. 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 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.
Witness my hand and seal this _____ day of _____, A. D. 19____.
(SEAL) _____ Notary Public.
My Commission expires _____

TO	19	County	This instrument was filed for record on the _____ day of _____, 19____, at _____ of _____, and duly recorded in _____ of the records of this office.	County Clerk	Deputy	When recorded return to _____	BLUE PRINT CO., CASPER, WYOMING
----	----	--------	--	--------------	--------	-------------------------------	---------------------------------

377

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
UNITED STATES OIL AND GAS LEASE W-4979
DISTRICT LAND OFFICE, CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That F. L. SHOGRIN, Box 352, Denver, Colorado 80217, Assignor, for the sum of Ten Dollars (\$10) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver, without warranty, express or implied, overriding royalty unto the following party in the amounts shown:

NAME	ADDRESS	PER CENT
MONTE J. ALLEN	1211 F Street Anchorage, Alaska 99501	1/8th of 1%

being in all a total of an undivided 1/8th of 1% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above-designated oil lease and any extension or renewal thereof, to wit:

Township 30 North, Range 114 West, 6th P.M.:
Sec. 5: Lot 3, 4, S/2NW/4, E/2SW/4, SE/4

Township 31 North, Range 114 West, 6th P.M.:
Sec. 32: E/2NE/4, SE/4SW/4, W/2SE/4

containing 600.29 acres, more or less.

WITNESS my hand this 23rd day of June, 1973.

F. L. Shogrin
F. L. SHOGRIN

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

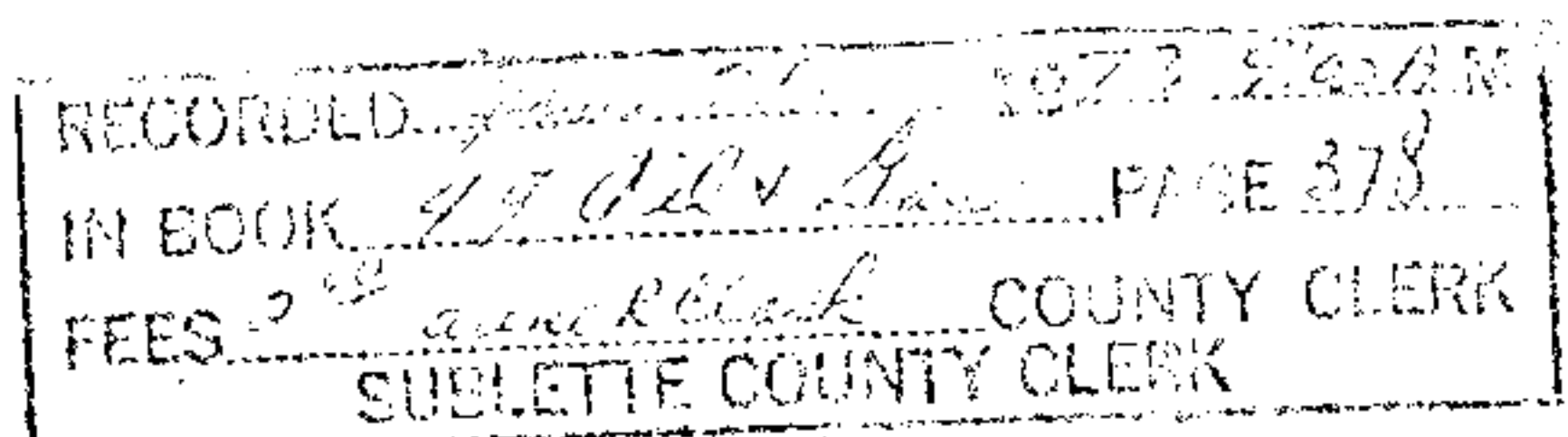
On this 23rd day of June, 1973, personally appeared before me, F. L. SHOGRIN, the signer of the above instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My commission expires April 17, 1975.

Conrad K. Galt
Notary Public

122503



Lease Serial Number: E-024469

ASSIGNMENT OF OPERATING RIGHTS

The undersigned, as owner of _____ percent of the Operating Rights as set out below, does hereby transfer and assign to:
 HUSKY OIL COMPANY OF DELAWARE
 1122 Lincoln Tower Building
 Denver, Colorado 80203

the below-specified interest in and to the Operating Rights insofar as said rights pertain to:

Operating rights from the surface to 3450 feet, excluding Almy Rights as defined below under Item "3".

1. Lands affected by this assignment:

Township 28N, Range 112W, 6th P.M., Sublette Co., Wy.:
 Sec. 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$
 and containing 40.00 acres more or less.

2. Operating Rights Interest of Assignor in above-described lands:

50% of all zones from surface to 3359 feet and 100% all other zones to 3450 feet.

3. Extent of Operating Rights Interest herein conveyed to Assignee:
 50% of Assignors rights except that Belco Petroleum Corporation reserves all of its interest in the formation known as the Almy Sand in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 18, the Almy Sand being the zone between 3110 and 3140' as indicated on the Induction-Electrical Log of McDonald Draw Unit Well #87 located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 18, Township 28N, Range 112W.

4. Overriding royalties or production payments previously reserved:
 3%.

5. Overriding royalty or production payments reserved herein to Assignor:
 None.

This Assignment is made without warranty of title, either express or implied and is subject to the terms and conditions of Agreement dated February 24, 1972 as amended, between Belco Petroleum Corporation and Husky Oil Company of Delaware.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's belief and knowledge.

EXECUTED this 10th day of May 1973.

Attest:

BELCO PETROLEUM CORPORATION

By: Jack Saltz
 Jack Saltz, Senior Vice President
 630 Third Avenue, New York N. Y. 10017

110731

RECORDED	FILED	1973	5:14 PM
IN BOOK	4118	PAGE	379
FEES \$		COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

STATE OF NEW YORK)
) SS
 COUNTY OF NEW YORK)

On this 10th day of May, 1973 before me appeared Jack Saltz, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Belco Petroleum 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 Jack Saltz acknowledged said instrument to be the free and deed of said corporation.

Given under my hand and notarial seal on this 10th day of May, 1973.


 Notary Public

My Commission Expires:

NOTARIAL SEAL AND SIGNATURE

ASSIGNMENT OF OPERATING RIGHTS

The undersigned, as owner of _____ percent of the Operating Rights as set out below, does hereby transfer and assign to:

HUSKY OIL COMPANY OF DELAWARE
1122 Lincoln Tower Building
Denver, Colorado 80203

the below-specified interest in and to the Operating Rights insofar as said rights pertain to:

Operating rights from surface to 3450 feet (excluding "Almy" rights as defined below in S $\frac{1}{2}$ of Sec. 7, Township 28N, Range 112W).

1. Lands affected by this assignment:
Township 28N, Range 112W, 6th P.M. Sublette Co., Wy.:
Sec. 6: Lots 17, 18 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ (S $\frac{1}{2}$)
Sec. 7: All

2. Operating Rights Interest of Assignor in above-described lands:
100% in all zones of Secs. 6 and 7, except 50% from surface to 3359 feet in following portions of Sec. 7: SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

3. Extent of Operating Rights Interest herein conveyed to Assignee:
100% of Belco Petroleum Corporation's operating rights in all zones from surface to 3450' in Sec. 7 S $\frac{1}{2}$ SE $\frac{1}{4}$ and 50% in all zones from surface to 3450' of Sec. 6, S $\frac{1}{2}$, and Sec. 7 SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, except Belco reserves all of its interest in the S $\frac{1}{2}$ of Sec. 7 in the Almy Sand formation, being that zone between 3110 - 3140' as indicated on Induction-Electrical Log of McDonald Draw Unit Well #87 located in NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 18, Township 28N, Range 112W.

4. Overriding royalties or production payments previously reserved:
3%.

5. Overriding royalty or production payments reserved herein to Assignor:
Sec. 7, S $\frac{1}{2}$ SE $\frac{1}{4}$, 1/8 of 8/8 of all gas produced, saved and sold when daily average production over a 30 day period is more than 25 barrels; or 1/16 of 8/8 when daily average production over a 30 day period is 25 barrels or less. The override provided herein to be proportionately reduced under lease acreage in which Belco owns less than 100% of the operating rights and will be in addition to the now presently outstanding override on the lease acreage.

This Assignment is made without warranty of title, either express or implied, and is subject to the terms and conditions of Agreement dated February 24, 1973 as amended, between Belco Petroleum Corporation and Husky Oil Company of Delaware.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's belief and knowledge.

EXECUTED this 10th day of May 1973.

Attest:

BELCO PETROLEUM CORPORATION

By:

Jack Saltz, Senior Vice President
630 Third Avenue, New York N. Y. 10016

AL 3783

RECORDED	1973	PAGE 511
INDEXED		
FILED		COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

STATE OF NEW YORK)
) SS
 COUNTY OF NEW YORK)

On this 10th day of May, 1973 before me appeared Jack Saltz, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Belco Petroleum 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 Jack Saltz acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal on this 10th day of May, 1973.

John A. Norman
 Notary Public

My Commission Expires:

NOTARY PUBLIC
 JOHN A. NORMAN
 1000 10th Avenue
 New York, N.Y. 10018
 Tel. 212-691-1111

136860

RECORDED 1973 APR 25 10:41 AM
 IN BOOK 49 PAGE 383
 FEES 2.00 Sublette County Clerk
Sublette County Clerk

DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 WYOMING DISTRICT LAND OFFICE

IN THE MATTER OF U. S. OIL AND GAS :
 LEASE SERIAL NO. 's :

EVANSTON 07671A and
 EVANSTON 07661B

ASSIGNMENT OF OVERRIDING
 ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That I the undersigned, Mary Price Willey, of Salt Lake City, Utah, Assign-
 or, for and in consideration of the sum of ten dollars (\$10.00) and other good and valu-
 able consideration, receipt whereof is hereby confessed and acknowledged, do by these
 presents hereby convey, transfer, assign, and quitclaim to Dorothy W. Riley, of Salt
 Lake City, Utah, Assignee, all of my right, title, interest, and estate in and to United States
 Oil and Gas leases designated as Evanston 07671A and Evanston 07671B and to the lands
 described therein, being: Section 8, Township 27 North, Range 113 West, Sixth PM,
 Sublette County, Wyoming, together with all of the overriding royalties due me or to be-
 come due from the oil and/or gas produced, saved, and sold from the above described
 lands and from the oil and/or gas produced, saved, and sold which are allocated to said
 lands pursuant to what is designated as the North LaBarge Unit Agreement, both as to
 what are referred to as Shallow Rights and Deep Rights.

In witness whereof, said Mary Price Willey executed this said Assignment this
25th day of April, 19 73.

Emerald Valley Mary Price Willey
 WITNESS MARY PRICE WILEY

STATE OF UTAH)
 :ss
 COUNTY OF SALT LAKE)

On the 25th day of April, 19 73, before me
 personally appeared Mary Price Willey the signor of the above instrument, who duly
 acknowledge to me that she executed the same.

My commission expires:
 January 30, 1977

Ruth L. Magleby
 Notary Public
 Residing in Salt Lake City, Utah

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The undersigned hereby represents that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.
2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.
3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17-1/2 percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.
4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Emerald Valley Dorothy W. Riley
 WITNESS ASSIGNEE

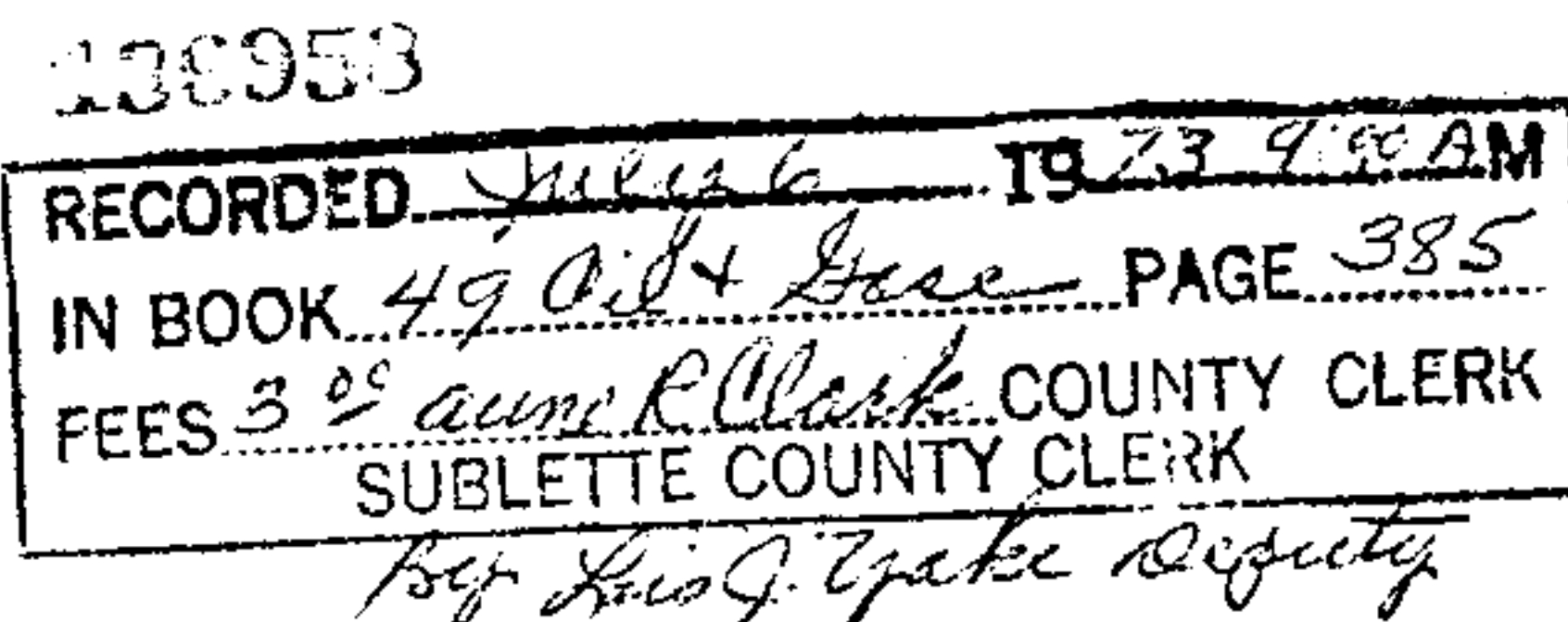
OIL AND GAS LEASE

AGREEMENT, Made and entered into this 1st day of June, 1973, by and between John S. Budd, also known as Jack Budd, and Cynthia Budd, husband and wife

of P. O. Box 369, Route 1, Washougal, Washington, hereinafter called lessor (whether one or more) and Thomas F. Stroock of P. O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee: Ten and More - - - - - DOLLARS

WITNESSETH: That the lessor, for and in consideration of (\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette, State of Wyoming, described as follows, to-wit:
Township 29 North, Range 111 West, 6th P. M.
Section 6: Lots 2, 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Township 29 North, Range 112 West, 6th P. M.
Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Township 30 North, Range 111 West, 6th P. M.
Section 31: Lots 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$



~~XXXXXX~~ ~~XXXXXX~~ ~~XXXX~~ eight (8) and containing 476.71 acres, more or less.
It is agreed that this lease shall remain in force for a term of ~~XX~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Union Avenue Branch, U. S. Nat'l Bank at P. O. Box 4241, Acct. No. 58190-0

Portland, Oregon 97208 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Four Hundred Seventy Six and 71/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessor not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

John S. Budd (SEAL)
Cynthia Budd (SEAL)

STATE OF OREGON
COUNTY OF MULTNOMAH } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota.
ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25
day of June, 19 73, personally appeared John S. Budd, also known as Jack Budd,

and Cynthia Budd, husband and wife

to me known to be the identical person S, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 2/26/76 Maureen J. Jelle
Notary Public

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____
by _____

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public.

My Commission expires _____

No. _____	FROM _____	TO _____	dated _____, 19_____ o. Acres _____	County _____	This instrument was filed for record on the _____ y of _____, 19_____, at _____ o'clock _____ M., and duly recorded in plume _____ Page _____ of the records of this office.	County Clerk _____ Deputy _____	When recorded return to _____
-----------	------------	----------	--	--------------	--	------------------------------------	-------------------------------

INSTRUMENT OF SURRENDER

WHEREAS, DEPCO, Inc., a Delaware Corporation, is the present record owner and holder of the oil and gas leases recorded in the Office of the Register of Deeds of the County of Sublette, State of Wyoming, and described below:

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED	
		BOOK	PAGE
0300847 Jake Pfisterer et ux T. 37 N., R. 113 W., 6th P.M. Section 10: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Section 11: $S\frac{1}{2}$ Section 12: $SW\frac{1}{4}SW\frac{1}{4}$ Section 13: $N\frac{1}{2}NW\frac{1}{4}$ Section 14: $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ Section 35: $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$	May 22, 1969	42 O&G	553
0300848 Marcella U. Fisk T. 38 N., R. 113 W., 6th P.M. Section 35: $SW\frac{1}{4}$	May 22, 1969	42 O&G	565

CONTINUED ON ATTACHED SCHEDULE

WHEREAS, under the terms of said leases, lessee is given the right at any time or times to release and surrender all or any portion of said leases and thereafter be relieved of any and all obligations under said leases;

NOW, THEREFORE, the said DEPCO, Inc., does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessors named in said leases, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said leases.

DATED THIS 1st DAY OF June 19 73.

ATTEST:

Michael D. Shepard DEPCO, Inc.
Michael D. Shepard, Secretary By A. P. Tiddens
A. P. Tiddens, President *QW*

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of June, 1973, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:

May 26, 1976

Joan Heier
Notary Public

137302

RECORDED	<u>July 10</u>	19 <u>73</u>	<u>4:00</u> P.M.
IN BOOK	<u>49 O&G + Gas</u>	PAGE	<u>387</u>
FEES \$	<u>7.50</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

for Linn & Co. Secretary

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
June 1, 1973, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
0300849 A. W. Bowlsby et ux T. 38 N., R. 113 W., 6th P.M. Section 34: $S\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$	May 23, 1969	42	563
0300850 Walden L. Campbell et al T. 38 N., R. 113 W., 6th P.M. Section 25: $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ Section 28: $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Section 33: $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$ Section 35: $SE\frac{1}{4}$	May 23, 1969	43 O&G	231
0300851 Albert Feuz et ux T. 37 N., R. 113 W., 6th P.M. Section 24: $W\frac{1}{2}$ Section 25: $W\frac{1}{2}NW\frac{1}{4}$ Section 26: $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	May 23, 1969	42	559
0300852 Gene Francisco et ux T. 37 N., R. 113 W., 6th P.M. Section 9: $E\frac{1}{2}NE\frac{1}{4}$ Section 10: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Section 14: $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Section 23: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ Section 26: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Section 35: $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$	May 24, 1969	43 O&G	233
0300938 Ronald W. Ball et ux T. 33 N., R. 112 W., 6th P.M. Section 31: Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ Section 32: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$	May 25, 1970	45 O&G	353
0300952 Luella E. Nordlie et vir T. 33 N., R. 112 W., 6th P.M. Section 31: Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ Section 32: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$	May 28, 1970	45 O&G	383
0300953 Gene Francisco et ux T. 37 N., R. 113 W., 6th P.M. Section 14: $SE\frac{1}{4}SW\frac{1}{4}$	May 26, 1970	45 O&G	387

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
June 1 19 73, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

<u>LESSOR AND LANDS IN LEASE</u>	<u>DATE OF LEASE</u>	<u>RECORDED</u> <u>BOOK PAGE</u>
0300954 Gene Francisco et ux T. 37 N., R. 113 W., 6th P.M. Section 14: SW $\frac{1}{4}$ SE $\frac{1}{4}$	May 26, 1970	45 O&G 389
0300955 Gene Francisco et ux T. 37 N., R. 113 W., 6th P.M. Section 4: Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	May 26, 1970	45 O&G 391



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name
Street
City
State
Zip Code

M. N. Hahn
185 Oakbank Rd
Bakersfield CA 93304

W 29918

(Serial Number)

This lease is issued to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #435 State: Wyoming County: Sublette

T. 31 N., R. 114 W., 6th Prin. Mer., WY
Sec. 9: N $\frac{1}{2}$

137063

RECORDED	July 13	19 73	12:30 P M
IN BOOK	49	Oil & Gas	PAGE 391
FEES \$	5 ⁰⁰	anne R Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

per Law & Drake Deputy

U.S. Geological Survey reports made in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	320.00	acres	Annual Rental \$ 160.00
-----------------------	--------	-------	-----------------------------------

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: AUGUST 1 1971

THE UNITED STATES OF AMERICA

No. 236 - 7385

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

(Signature of Signing Officer)

SEE INSTRUCTIONS
ON REVERSE

29918

3. Parcel Number 435
4. State Wyoming

Chief, Oil &
Gas Section

(Title)

JULY 28, 1971

(Date)

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this offer will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

M. N. Hahn
(Signature of Applicant)

6/22/71

(Date)

M. N. HAHN

185 OAKBANK RD BAKERSFIELD, CALIF. 93304

DO NOT DETACH

391

For Claimant

Sec. 3. *Access to land.*—The lessee is granted the right of access to the land for the purpose of prospecting, drilling, and producing oil and gas, and for the purpose of erecting, maintaining, and repairing all structures, including but not limited to, roads, telephone lines, pipelines, reservoirs, and other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement, hereinafter or hereafter approved by the Secretary of the Interior, the provisions of this agreement to provide the access subject thereto shall be inconsistent with the terms of this lease.

Sec. 4. *Lease term.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land prior to this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental but not less than \$1,000 nor more than \$10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintenance at all times thereafter as required by the lessor a bond in the sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(iii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, or to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plans and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes, including a plat showing development work and investments, depreciation, and other

and other expenditures, net of taxes, and so far as reasonably possible, to show the surface area of the leased land and necessary rights to their use, including the location of all structures and other improvements. The lessee may prepare the plat to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic interest.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the lessee (or contractor) will be held in strict and immediately reported to the attention of the Secretary of the Interior or his authorized representative.

(h) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(i) *Delivery of products in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 5. *The lessor reserves:*

(a) *Location and right of way.*—The right to permit for joint or several use easements or right-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 6. *Drilling and production restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 7. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 8. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 9. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 10. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 11. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom and the provisions of Sec. 1721 of the Federal Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 1722, and 435, Title 10 U.S.C. relating to contracts, shall apply to and form a part of this lease.

As the same may be amended.

Not deemed necessary by the lessor to fill any pits, ditches

and other excavations, or to cover all debris, and so far as

reasonably possible, to show the surface area of the leased land

and necessary rights to their use, including the location of all

structures and other improvements. The lessee may prepare the

plat to be taken and restoration to be made with respect to the

leased lands and improvements thereon whether or not owned by

the United States. *Antiquities and objects of historic interest.*—

When American antiquities or other objects of historic or scientific

interest including but not limited to historic or prehistoric ruins,

fossils or artifacts are discovered in the performance of this

lease, the lessee (or contractor) will be held in strict and

immediately reported to the attention of the Secretary of the

Interior or his authorized representative.

(h) *Overriding royalties.*—Not to create overriding royalties

in excess of five percent except as otherwise authorized by the

regulations.

(i) *Delivery of products in cases of forfeiture.*—To deliver up

to the lessor in good order and condition the land leased includ-

ing all improvements which are necessary for the preservation of

producing wells.

Sec. 5. *The lessor reserves:*

(a) *Location and right of way.*—The right to permit for joint or

several use easements or right-of-way, including easements in

tunnels upon, through, or in the lands leased, occupied, or

used as may be necessary or appropriate to the working of the

same or of other lands containing the deposits described in the

act, and the treatment and shipment of products thereof by or

under authority of the Government, its lessees or permittees,

and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or other-

wise dispose of the surface of the leased lands under existing

law or laws hereafter enacted, insofar as said surface is not

necessary for the use of the lessee in the extraction and removal

of the oil and gas therein, or to dispose of any resource in such

lands which will not unreasonably interfere with operations under

this lease.

(c) *Monopoly and fair prices.*—Full power and authority to

promulgate and enforce all orders necessary to insure the sale

of the production of the leased lands to the United States and to

the public at reasonable prices, to protect the interests of the

United States, to prevent monopoly, and to safeguard the public

welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended,

the ownership of helium and the right to extract or have it ex-

tracted from all gas produced under this lease, subject to such

rules and regulations as shall be prescribed by the Secretary of

the Interior. If the lessor elects to take the helium, the lessee

shall deliver all or any portion of gas containing the same to the

lessor, in the manner required by the lessor, at any point on the

leased premises, or, if the area is served at the time of production

by a gas-gathering system owned or operated by the lessee, at

any point in that system specified by the lessor, for extraction of

the helium by such means as the lessor may provide. The residue

shall be returned to the lessee, with no substantial delay in the

delivery of the gas produced from the well to the owner or pur-

chaser thereof. Save for the value of the helium extracted, the

lessee shall not suffer a diminution of the value of the gas pro-

duced from the well, or loss otherwise, including any expense

caused solely by the requirement of the delivery of the gas to

permit the extraction of helium, for which he is not reasonably

compensated. The lessor reserves the right to erect, maintain,

and operate any and all reduction works necessary for extraction

of helium on the leased premises. The lessee further agrees to

include in any contract of sale of gas from the lands subject to

this lease provisions setting forth that the lessor owns, and re-

serves the right to extract or have extracted, any helium in the

gas sold, and that the lessor may take the gas from a pipeline

carrier or any other gas-gathering system and extract the helium

and return the gas to the owner thereof, without delay other than

that caused by the extraction process; save for the value of the

helium, the owner shall not suffer any diminution of the value of

the gas from which helium has been extracted, or any other loss

arising from the extraction of helium, including any expense

caused solely by the requirement of the delivery of the gas to

permit the extraction of helium, for which he is not reasonably

compensated. It is further agreed that any rights reserved vested

in the lessor under this paragraph shall also run to any agent or

assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36

of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to

purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and production restrictions.*—It is agreed

that the rate of prospecting and developing and the quantity and

rate of production from the lands covered by this lease shall be

subject to control in the public interest by the Secretary of the

Interior, and in the exercise of his judgment the Secretary

may take into consideration, among other things, Federal laws,

State laws, and regulations issued thereunder, or lawful agree-

ments among operators regulating either drilling or production, or

both. After unitization, the Secretary of the Interior, or any

person, committee, or State or Federal officer or agency so

authorized in the unit plan, may alter or modify from time to

time, the rate of prospecting and development and the quantity

and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee

may surrender this lease or any legal subdivision thereof by

filing in the proper land office a written relinquishment, in tri-

PLICATE, which shall be effective as of the date of filing subject

to the continued obligation of the lessee and his surety to make

payment of all accrued rentals and royalties and to place all

wells on the land to be relinquished in condition for suspension

or abandonment in accordance with the applicable lease terms

and regulations.

Sec. 6. *Purchase of materials, etc., on termination of*

lease.—Upon the expiration of this lease, or the earlier termina-

tion thereof pursuant to the last preceding section, the lessee

shall have the privilege at any time within a period of 90 days

thereafter of removing from the premises all machinery, equip-

ment, tools, and materials other than improvements needed for

producing wells. Any materials, tools, appliances, machinery,

structures, and equipment subject to removal as above provided,

which are allowed to remain on the leased lands shall become

the property of the lessor on expiration of the 90-day period or

such extension thereof as may be granted because of adverse

climatic conditions throughout said period; *Provided*, That the

lessee shall remove any or all of such property where so directed

by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall

not comply with any of the provisions of the act or the regula-

tions thereunder or of the lease, or shall make default in the

performance or observance of any of the terms hereof (except

that of payment of annual rental which results in the automatic

termination of the lease), and such default shall continue for a

period of 30 days after service of written notice thereof by the

lessor, this lease may be canceled by the Secretary of the Interior

in accordance with section 31 of the act, except that if this lease

covers lands known to contain valuable deposits of oil or gas,

the lease may be canceled only by judicial proceedings in the

manner provided in section 31 of the act; but this provision shall

not be construed to prevent the exercise by the lessor of any

legal or equitable remedy which the lessor might otherwise have.

Upon cancellation of this lease, any casing, material, or

equipment determined by the lessor to be necessary for use in

plugging or preserving any well drilled on the leased land shall

become the property of the lessor. A waiver of any particular

cause of cancellation and forfeiture shall not prevent the can-

cancellation and forfeiture of this lease for any other cause of

cancellation and forfeiture, or for the same cause occurring at

any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
Jett Building
P. O. Box 589
Lander, Wyoming 82520 332-4220

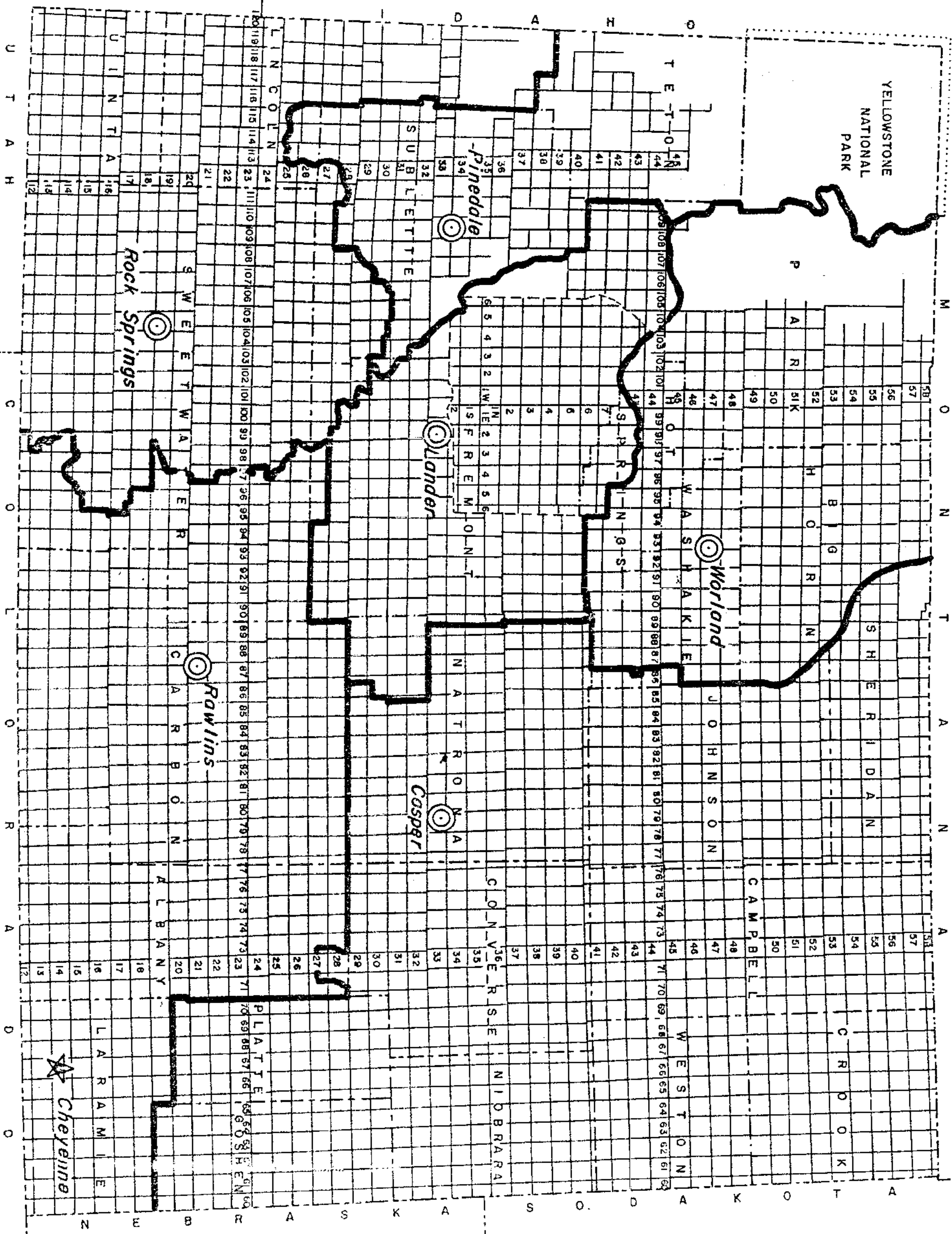
District Manager
Bureau of Land Management
Suite 22, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 768
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
P. O. Box 2834
Casper, Wyoming 82601 265-5550

WYOMING



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W 29913

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **C. E. STRANGE**
Street
City **P. O. Box 61**
State **Bakersfield, California** Zip Code **93302**

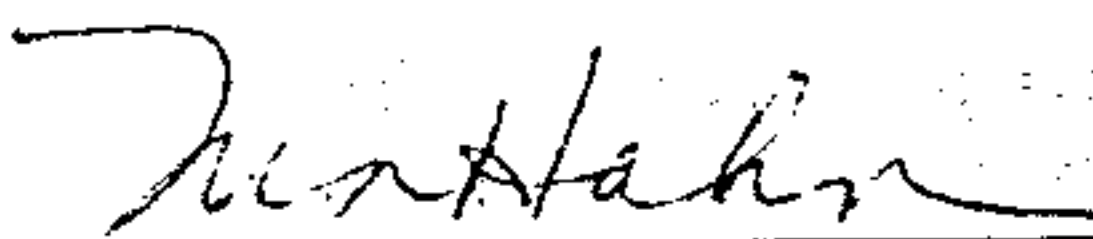
the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
State of Wyoming, County of Sublette
Township 31 North, Range 114 West, 6th Prin. Mer.
Section 9: N $\frac{1}{4}$
containing 320.00 acres, more or less
2. What interest was held by the assignor in above-described lands prior to this assignment? **100%**
3. What percentage of the assignor's interest is being conveyed to assignee? **100** percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage) **Two percent (2%) of 8/8ths overriding royalty**
- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) - **NONE**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **12th** day of **August**, 19 **71**


(Assignor's Signature)

185 Oakbank Road
(Assignor's Address)

M. N. Hahn

Bakersfield, California 93304

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: **137064**

RECORDED	<i>July 13</i>	19 <i>73</i>	<i>12:30 PM</i>
IN BOOK	<i>49 Oil & Gas</i>	PAGE	<i>395</i>
FEES \$	<i>3.00</i>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Louis G. Gake Deputy

Assignment approved effective _____

Date approved _____

By _____
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date) _____

(Title)

NOTES: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file:
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this 12th day of August, 19 71

C.E. STRANGE (Assignee's Signature)

P.O. Box 61, Bakersfield, CA 93302
(Address)

with acknowledgment added

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120-13
(September 1964)
(formerly 4-1175)

STATE OF CALIFORNIA

COUNTY OF KERN

SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

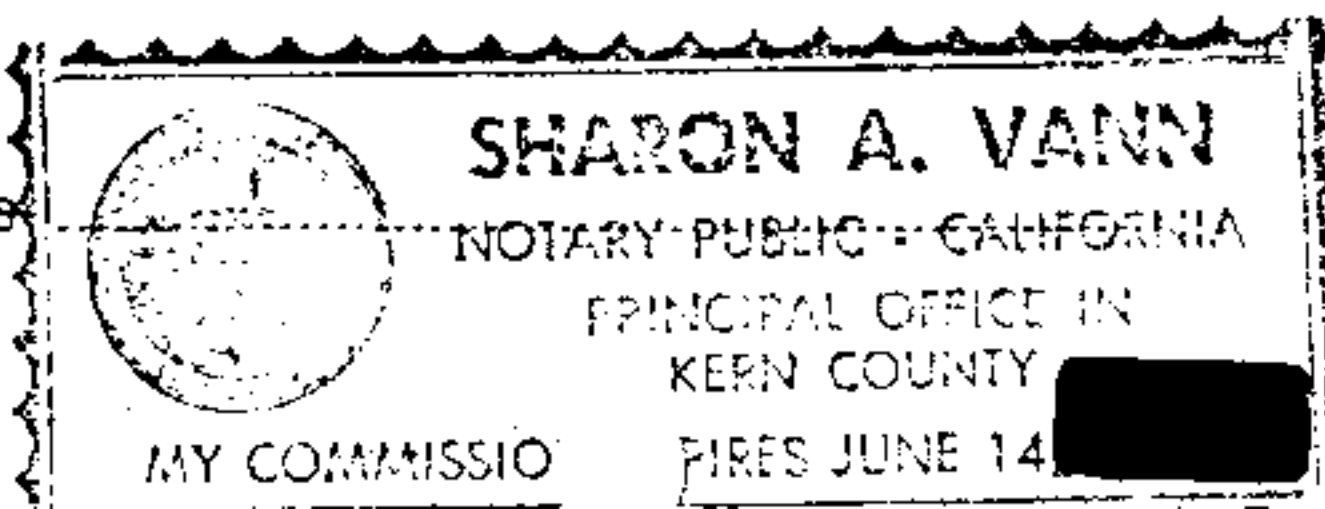
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of August, 19 71, personally appeared M. N. Hahn

and

to me known to be the identical person..., described in and who executed the within and foregoing instrument of writing and acknowledged to me that he... duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires



Sharon A. Vann
Notary Public...

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number	W-29918
TO BE FILLED IN BY LAND OFFICE	
Effective Date of Base Lease	8-1-71
New Serial Number	

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **Presidio Exploration, Inc.**
Street
City **P. O. Box 67552**
State
Zip Code **Los Angeles, California 90067**

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County, Wyoming

Township 31 North, Range 114 West, 6th P.M.
Section 9: N $\frac{1}{2}$

Containing 320.00 acres, more or less

2. What interest was held by the assignor in above-described lands prior to this assignment?

100%

3. What interest is being conveyed to assignee?

100%

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

Two Percent (2%) of 8/8ths overriding royalty

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **23rd** day of **August**, 19 **71**


(Assignor's Signature)

C. E. Strange

P. O. Box 61
(Assignor's Address)

Bakersfield, Calif. 93302

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

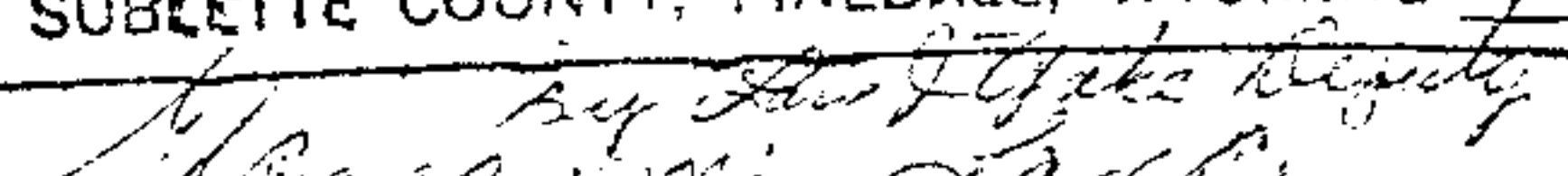
137065

Assignment approved effective **OCT 1 1971**

Date approved **SEP 20 1971**

*Lease extended under 43 CFR 3128.5 to and including
(date)

RECORDED	July 13	1973	12:30 P.M.
IN BOOK	49 Oil & Gas	PAGE	397
FEE \$	4.00	and R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By 
Chief, Oil & Gas Section (Authorized Officer)

(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

R I D E R

398

By acceptance of this assignment Assignee covenants and agrees that the overriding royalty herein reserved constitutes a substantial part of the consideration for this assignment, and that Assignee, subject to its right to reassign as hereinafter set forth, will use all reasonable diligence to develop the lands herein described for the discovery and production of oil and gas, and to protect the same from drainage by productive wells on adjacent lands. However, nothing herein shall require Assignee to drill a wildcat well. Assignee further agrees that if during the term of said lease, a rental payment shall become due or it becomes necessary to extend the term of said lease, and Assignee does not desire to pay said rental or extend the term of said lease, then Assignee shall reassign said lease to Assignor (sixty 60) days prior to the date on which said rental must be paid, or on which application to extend said lease may be filed. Assignee further agrees that if at any time Assignee desires to surrender said lease, in whole or in part, assignee will reassign to Assignor the interest Assignee desires to surrender. Assignee's liability for failure to comply with the reassignment provisions hereof shall not exceed the cash consideration paid for this assignment. *Cox*

REQUEST FOR ASSIGNMENT OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado Corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file Wyo. 048892
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 1st day of September, 19 71

ATTEST:

Asst./Secretary

PRESIDIO EXPLORATION, INC.

BY:

(Assignee's Signature)

L. A. Walstrom, Jr., President

P. O. Box 67552, L.A. Calif. 90067
(Address)

STATE OF CALIFORNIA
COUNTY OF KERN ss.

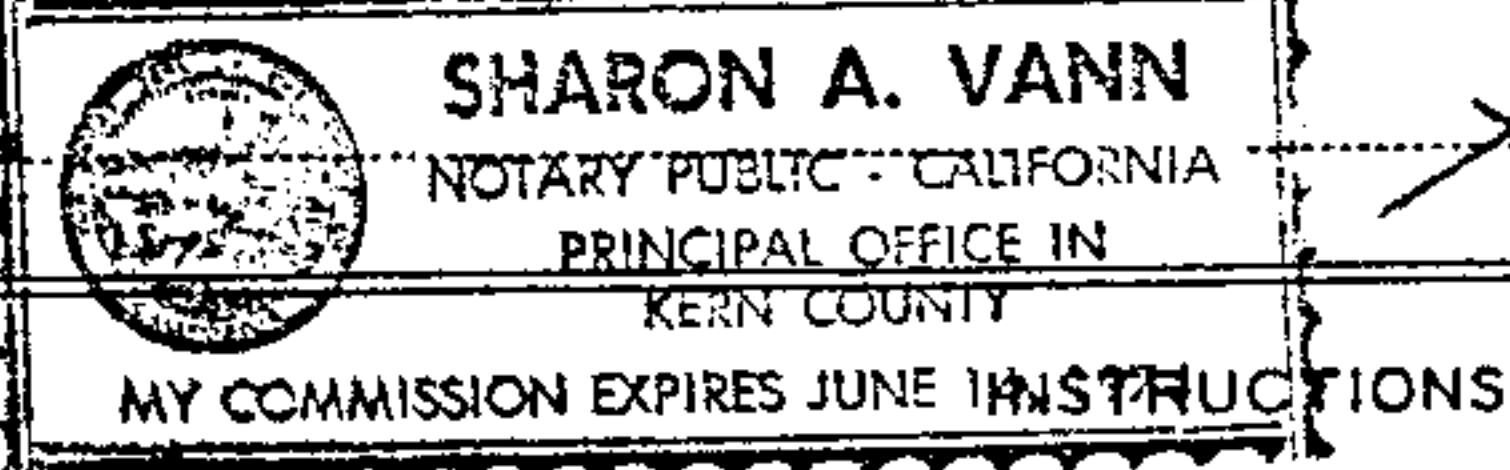
Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of August, 1971, personally appeared C. E. Strange

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires



Notary Public

1. Use of form. This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. Qualifications of assignee. Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. Statement of interests. Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement,

if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. Overriding royalties or payments out of production. Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment. Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

First National Bank in Li [REDACTED] (SEAL)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL *TL*

and _____ Cody Budd, husband and wife
_____ to me known to be the identical person S., described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 12/3/13 David J. Sigmond
Notary Public.

The foregoing instrument was acknowledged before me this _____ day of _____ 19____
by _____

Witness my hand and official seal.
My Commission Expires:

Notary Public

ACKNOWLEDGMENT (For use by Corporation)

County of _____, A. D. 19_____, before me personally
On this _____ day of _____, to me personally known, who, being by
appeared _____,
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 in behalf of said corporation by authority of its Board of Directors, and saidacknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this.....day of....., A. D. 19.....

(SEAL)

Notary Public.

My Commission expires.....

137079

22

FROM

OT

19.

de Aus-

County.

1. **Category:** *Category 1*

This instrument was filed for record on the 17th day of July 1973, at

July 19 73, at

9:00 A. M. and duly recorded in

Volume 49 Oil & Gas Page 400

of the records of this office.

Aune R. Clark

County Clerk.

By _____ Deputy.

When recorded return to

KONTZEL BLUE PRINT CO., CASPER, WYOMING

RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: THAT, Atlantic Richfield Company, a Pennsylvania Corporation (formerly The Atlantic Refining Company, successor to Richfield Oil Corporation by merger), and successor by merger to Sinclair Oil Corporation, a New York Corporation, and John L. Kemmerer do hereby release, remise, relinquish, quitclaim and surrender unto the lessor or lessors hereinafter named, his or their heirs, successors and assigns, all of their right, title and interest in and to the following described Oil and Gas Leases, and the estates created thereby, insofar and only insofar as each such lease covers lands thereafter described or indicated in connection with the particular lease:

5521-5 - That certain Oil and Gas Lease dated May 7, 1963, by and between Katharyn B. Gregg, as Lessor, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 211, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

5521-8 - That certain Oil and Gas Lease dated May 7, 1963, by and between Doris Bentley Donnelly et vir, as Lessor, and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 213, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

5521-9 - That certain Oil and Gas Lease dated May 7, 1963, by and between Thomas L. Bentley, as Lessor and Texas Gulf Producing Company, as Lessee, recorded in Book 36, Page 209, of the records of Sublette County, Wyoming, covering: 160 acres, m/1, in S/2 NW/4, SW/4 NE/4, NW/4 SE/4 of Section 33-34N-113W.

137086

RECORDED	<u>July 18</u>	19 <u>73</u>	<u>9:00 A M</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>402</u>
FEE \$	<u>3.00</u>	CLERK	<u>anne R Clark</u>
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lisa G. Gabe Deputy

Effective January 3, 1966, Richfield Oil Corporation, a Delaware Corporation, was merged into The Atlantic Refining Company, a Pennsylvania corporation, with The Atlantic Refining Company, a Pennsylvania corporation, becoming the surviving corporation. By change of name effective May 3, 1966, The Atlantic Refining Company, became Atlantic Richfield Company. Effective as of March 4, 1969, Sinclair Oil Corporation, a New York Corporation, was merged into Atlantic Richfield Company, with Atlantic Richfield Company becoming the surviving corporation.

IN WITNESS WHEREOF, this instrument is executed this the 19th day of April, 1973.

ATLANTIC RICHFIELD COMPANY

By Wm. C. Allbright
Wm. C. Allbright, Attorney-in-fact

JOHN L. KEMMERER

By

WYOMING AND UTAH

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day appeared WM. C. ALLBRIGHT, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for ATLANTIC RICHFIELD COMPANY, a 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 WM. C. ALLBRIGHT, acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and seal of office, this 19th day of April, 1973.

SEAL

My commission expires: June 1, 1973 Faye S. Seale FAYE S. SEALE
Notary Public in and for
Dallas County, Texas

STATE OF Wyoming)
County of Lincoln) ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of May, 1973, personally appeared JOHN L. KEMMERER, JR., to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Comm. Expires Dec. 2, 1973
County of Lincoln State of Wyoming

Vera B. Sneddon
NOTARY PUBLIC

RETURN TO
ATLANTIC RICHFIELD COMPANY
LEASE PURCHASE UNIT
P. O. BOX 2819 DALLAS, TEXAS

H. M. KLAENHAMMER
1335 SO. WOLCOTT ST.
CASPER, WYOMING 82601

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: THAT I, H.M. KLAENHAMMER

1335 SOUTH WOLCOTT STREET, CASPER, WYOMING 82601, ASSIGNOR, BEING LESSEE, UNDER THAT CERTAIN STATE OF WYOMING OIL AND GAS LEASE BEARING SERIAL NUMBER 68-25449, AND COVERING LAND SITUATE IN SUBLETTE COUNTY, DESCRIBED AS FOLLOWS:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.

SECTION 36: ALL

AND CONTAINING 640.00 ACRES MORE OR LESS, FOR AND IN CONSIDERATION OF THE SUM OF TEN & NO/100 DOLLARS (\$10.00) IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY SELL, ASSIGN, TRANSFER AND SET OVER UNTO CHANDLER & ASSOCIATES, INC., A COLORADO CORPORATION WITH OFFICES AT 1401 DENVER CLUB BUILDING, DENVER, COLORADO 80202, ASSIGNEE, A FIFTY PERCENT (50) UNDIVIDED INTEREST OF ASSIGNOR IN ALL OF THE OIL AND GAS FROM THE SURFACE OF THE GROUND DOWN TO BUT NOT BELOW A DEPTH OF FIFTY FEET BELOW THE STRATIGRAPHIC DEPTH REACHED AT TOTAL DEPTH OF 4600 FEET IN THE CHANDLER & ASSOCIATES #1 KLAENHAMMER-STATE LOCATED SW NW SECTION 36, T.29N., R.112W., SUBLETTE COUNTY, WYOMING, REGARDLESS OF THE DEPTH AT WHICH THIS SAME STRATIGRAPHIC POINT MAY BE ENCOUNTERED BY SUBSEQUENT DRILLING UPON SUCH LANDS, IN AND TO SAID LEASE INSOFAR AS IT COVERS THE FOLLOWING DESCRIBED LANDS:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.

SECTION 36: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$

AND CONTAINING 480.00 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD UNTO THE SAID CHANDLER & ASSOCIATES, INC., ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE TERMS AND CONDITIONS OF SAID LEASE, THE GRANTS AND RESERVATIONS HEREIN CONTAINED EXTENDING TO ANY RENEWAL LEASE, SUBSTITUTE LEASE OR NEW LEASE ISSUED IN LIEU THEREOF WITH FULL EFFECT.

IN WITNESS WHEREOF, THIS INSTRUMENT EXECUTED THIS 19TH DAY OF JULY, 1969.

137087

RECORDED	<u>July 18</u>	19 <u>73</u>	<u>9:00</u> AM
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>404</u>
FEE \$	<u>2.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By [Signature]

H.M. Klaenhammer
H.M. KLAENHAMMER, ASSIGNOR

1335 SOUTH WOLCOTT ST.,
CASPER, WYOMING 82601

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF NATRONA) SS:

ON THIS 19TH DAY OF JULY, A.D. 1969, BEFORE ME PERSONALLY APPEARED H.M. KLAENHAMMER 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.

WITNESSED BY COMMISSIONER OF SEALS

THIS 19TH DAY OF JULY, A.D. 1969.

SEAL)

of
[Redacted]



State of
Wyoming



[Redacted]



STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, CHANDLER & ASSOCIATES, INC., 1401 Denver
Club Building, Denver, Colorado 80202, assignor,
 -----, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 63-25442,
 and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 112 West, 6th P.M.
Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and More----- Dollars (\$ 10.00+-----) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto H. M. KLAENHAMMER, 1335 South Wolcott Street, Casper, Wyoming 82601 of -----, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 112 West, 6th P.M.
Section 36: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$
Sublette County, Wyoming

RECORDED...
IN BOOK 44

RECORDED July 18 1973 9:27 AM
IN BOOK 49 Oil & Gas PAGE 405
FEES 2⁰⁰ Anne L Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 480.00 acres, more or less, ~~water, hay, corn, and grain~~

TO HAVE AND TO HOLD unto the said H. M. KLAENHAMMER, _____, _____ successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

1972

renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 10th day of August, 1972

WITNESS:

Filed in the lease file without Board Action.
Filed: ~~September 1, 1972.~~

fb / 10

(SEAL)

CHANDLER & ASSOCIATES, INC

Assignor, Lessee

By

Collis P. Chandler, Jr., President

Attest:

Hubert L. White

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____ } ss.
County of _____ }

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

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of _____ COLORADO _____ } ss.
County of _____ DENVER _____ }

On this 10th day of August, A. D. 1972, before me personally appeared, COLLIS P. CHANDLER, JR., to me personally known, who, being by me duly sworn, did say that he is the President of CHANDLER & ASSOCIATES, INC. 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 COLLIS P. CHANDLER, JR. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 10th day of August, A. D. 1972

(SEAL)

Notary Public

My Commission expires: June 10, 1973

~~This document is prepared by the work of a subcommittee of the~~

Agreement of the Board of Directors of the Commission to Public Health

(Fee for recording this form of assignment is \$10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 3-2-50

Form Approved: 3-2-50
5,000 April 1959

INSTRUMENT OF SURRENDER

WHEREAS, DEPCO, Inc., a Delaware Corporation, is the present record owner and holder of the oil and gas leases recorded in the Office of the Register of Deeds of the County of Sublette, State of Wyoming, and described below:

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED	
		BOOK	PAGE
0300961 Frank M. Hansen et ux T. 38 N., R. 113 W., 6th P.M. Section 29: S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	June 2, 1970	45 O&G	397
0300962 Frank M. Hansen et ux T. 38 N., R. 113 W., 6th P.M. Section 29: N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	June 2, 1970	45 O&G	399

WHEREAS, under the terms of said leases, lessee is given the right at any time or times to release and surrender all or any portion of said leases and thereafter be relieved of any and all obligations under said leases;

NOW, THEREFORE, the said DEPCO, Inc., does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessors named in said leases, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said leases.

DATED THIS 13th DAY OF July 19 73.

ATTEST:

Michael D. Shepard
Michael D. Shepard, Secretary

DEPCO, Inc.

By A. P. Tiddens
A. P. Tiddens, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of July 1973 by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.
Witness my hand and official seal.

My Commission Expires:
May 26, 1976

Jean Veier
Notary Public

137124

RECORDED	<u>July 20</u>	19 <u>73</u>	<u>9:00 A.M.</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>407</u>
FEES \$	<u>2.50</u>	<u>June, R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lisa & Mike Wignaty

1

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, EASON OIL COMPANY is the record owner of an interest in and to the following described oil and gas leases in Sublette COUNTY, STATE OF Wyoming to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NOW, THEREFORE, the said EASON OIL COMPANY does hereby cancel, release, relinquish and surrender all its right, title and interest in and to the said oil and gas mining leases above described.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
13th day of July, 1973.

ATTEST:

EASON OIL COMPANY

James A. Owen
Assistant Secretary

By John R. Ellinghausen
John R. Ellinghausen, Vice President

STATE OF OKLAHOMA

SS:

COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of July, 1973, personally appeared John R. Ellinghausen to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires 1 August 1976

Harold V. Addison
Harold V. Addison, Notary Public

107142

RECORDED	<u>July 23</u>	19 <u>73</u>	<u>9:00 A</u> M
IN BOOK	<u>49</u>	<u>Oil & Gas</u>	PAGE <u>409</u>
FEE \$	<u>3.75</u>	<u>as per R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Linda York Deputy

EXHIBIT "A" PAGE 1 STATE OF Wyoming COUNTY OF Sublette

LEASE NO. LESSOR LESSEE DATE DESCRIPTION RECORDED BOOK PAGE

4700-1	Bureau of Land Management	Judy Padon	5-1-63	All Section 11, All Section 12, All Section 13, All Section 24, Township 27 North, Range 104 West	ASSIGNMENT 45 293
4701-1	Bureau of Land Management	Maxine Ritter	5-1-63	NE¼ Section 22, N½; N½ N½ S½ Section 23, S½ Section 34, N½ N½; N½ S½ Section 35, Township 27 North, Range 104 West	ASSIGNMENT 45 297

YMA9M00 J10 M02A3
22X81 X08 0 9
211EX A1ND J10 A10H0R1ND

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Office Wyoming

Serial No.

0322876

**OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)**

40B- 41603

Fill in on typewriter
or print plainly in ink
and sign in ink.

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Miss
XXX
XXX

HUMBLE OIL & REFINING COMPANY

(First Name, Middle Initial, Last Name)

P. O. Box 63997

(Number and Street)

Oklahoma City, Oklahoma 73106 NW Sta.

(City and State)

2. Land requested: State Wyoming County Sublette T. : R. : 6th P. Meridian

Township 31 North, Range 115 West
Section 35: NE $\frac{1}{4}$

Township 30 North, Range 115 WestSection 2: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{4}$, SW $\frac{1}{4}$ Section 3: SE $\frac{1}{4}$ Section 10: W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 11: W $\frac{1}{2}$, SE $\frac{1}{4}$ Section 15: E $\frac{1}{4}$ Section 22: E $\frac{1}{4}$ Section 23: SW $\frac{1}{4}$ Section 26: NW $\frac{1}{4}$ Total Area 2324.10 Acres

3. Land included in lease: State _____ County _____ T. : R. : _____ Meridian

137143

RECORDED July 23 1973 9:02 AM
IN BOOK 49 Oil & Gas PAGE 411
FEES \$11.00 anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This lease embraces the area and
the land described in item 2.

~~The rental retained is the rental
amount shown in item 4.~~

(Offeror does not fill in this block)

Total Area 2324.04 Acres Rental retained \$ 1,162.504. Amount remitted: Filing fee \$10, Rental \$ 1162.50, Total \$ 1172.50

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind) A Delaware Corporation, qualified as shown by statements previously furnished and on file under Serial BLM 066100 Field Services Land Office, Washington, D.C.

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 4-1158, and contains all of the provisions thereof as of the date of filing of this offer.

Offeror duly executed this instrument this 21st day of January, 1966.

(Lessee signature)

HUMBLE OIL & REFINING COMPANY

(Lessee signature)

By

L. A. DODD

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

607953

By

David B. Morgan

(Signing officer)

Assistant Manager, Oil & Gas

(Title)

March 9, 1966

(Date)

Effective date of lease April 1, 1966

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

411

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Section 1. **Rights of lessee.**—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain on the lands, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 90 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(5) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(6) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease.

(7) **Assignment of lease.**—To file with the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(8) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease.

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(b). If less than five copies are filed, the offeror will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark a copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the land deposited covered by said assignments.

9. The offer will be rejected and returned to the offeror and will afford no priority if: (a) The description does not comply with

requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e) (4) (ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e) (4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (5) (a) and 5(e) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The same rental will be retained unless within the 30-day period another offer is filed.

(2) **Statements, plans and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unproductively lost; a plan showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(3) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to and prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(4) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(5) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(6) **Taxes and wages, freedom of purchase.**—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(7) **Nondiscrimination clauses.**—In connection with the performance of work under this contract, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this Nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *Provided*, however, that in the event the lessee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(8) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(9) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U. S. C. sec. 351).

(10) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

INSTRUCTIONS

requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e) (4) (ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e) (4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (5) (a) and 5(e) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The same rental will be retained unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42(d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a \$10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The \$10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before the lease is issued, the offeror is requested to file a statement with the land office stating whether or not the offer is withdrawn or rejected.

(b) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(c) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(d) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(e) **Deliver premises in case of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) **Easements and right-of-way.**—The right to permit for joint or several use easements or right-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to section 1 of the act, as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plan or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) **Caring.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. **Drilling and producing restrictions.**—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After utilization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. **Surrender and termination of lease.**—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. **Purchase of materials, etc., on termination of lease.**—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. **Proceedings in case of default.**—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 8. **Heirs and successors-in-interest.**—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. **Unlawful interest.**—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (e) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of \$1.50 an acre on all the leased land as the yearly rental on such lands is \$2 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-216 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4-467 Lands potentially irrigable; 4-467 (a) Lands within the flow limits of a reservoir site; 4-467 (b) Lands within the drainage area of a constructed reservoir; 4-1223 Lands withdrawn for power purposes; and 4-1383, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (e).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds or protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth the nature and extent of the interest of each, the nature of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 30 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

Forms numbered according to BLM-192-42a

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity", in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

607953

Form 3103-2
(October 1964)
(formerly 4-216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of

Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as

amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1945 (5 U.S.C. 133y-16, Note).

607953

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

at
FOREST SUPERVISOR
BRIDGER NATIONAL FOREST
FOREST SERVICE BUILDING
KEMMERER, WYOMING, 83101

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

(Signature of Lessee)

GPO 844-923

923b
Wyoming 0322676

SPECIAL STIPULATION

Lots 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 2 is included in the Middle Piney Summerhome Area which has been developed by the Forest Service for public use or is needed by the Forest Service for special purposes. No occupancy of the surface is authorized by this lease. The lessee, however, is authorized to employ directional drilling to exploit the oil and gas resources provided that such drilling will not disturb the surface of the area or otherwise interfere with the use being made of it.

Evidence of Authority of Attorney-in-Fact to execute is filed under Corporation Miscellaneous file 84295 and is still in effect.

HUMBLE OIL & REFINING COMPANY

March 7, 1966

(Date)

By



(Signature)

Attorney-in-Fact

Wyoming 0322676

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provide for restoration of the surface.

HUMBLE OIL & REFINING COMPANY

Evidence of Authority of Attorney-in-Fact to execute
is filed under Corporation Miscellaneous file 84235 and
is still in effect.

By


Attorney-in-Fact
(Signature)

March 7, 1966

(Date)

607953

DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1966 FEB 10 PM 11

RECEIVED
LAND OFFICE
CHEYENNE, WYOMING

SEPARATE STATEMENT BY ATTORNEY IN FACT

Said Attorney in Fact certifies that there is no agreement or understanding between him and Humble Oil & Refining Company or with any other person, either oral or written, by which he or any other person has received or is to receive any interest in the lease which is the subject of Lease Offer designated Serial No. 0322676, when issued, including royalty interest or interest in any operating agreement under the lease.


L. A. DODD

607953



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2120 Capitol Avenue
Cheyenne, Wyoming 82001

419
IN REPLY REFER TO:

923b
Wyoming 0322676
HOB-607953-1

CERTIFIED MAIL

NOTICE

Humble Oil & Refining Company
P. O. Box 63997
Oklahoma City, Oklahoma 73106 NW Sta.

Lease Amended

April 4, 1966

P C C	RECEIVED	J B L
C A D	APR 6 1966	J A D
R F C	LAND RECORDS W. L. FORD	D E C

On March 9, 1966, the above numbered oil and gas lease issued effective April 1, 1966 as to 2324.04 acres in Townships 30 and 31 N., R. 115 W., 6th Prin. Mer., Wyoming.

The lease issued with a special Forest Service stipulation attached. The stipulation is incorrect.

The lease is hereby amended to include the enclosed stipulation to the same extent as though subscribed to by the applicant before the lease issued.

Humble Oil & Refining Company is allowed the right of appeal to the Director, Bureau of Land Management in accordance with the regulations in 43 CFR, Part 1842. See enclosed form 1842-1. If an appeal is taken, it must be filed within 30 days after notice hereof in the Land Office, Cheyenne, Wyoming and the amount of the filing fee is \$5. In taking an appeal there must be strict compliance with the regulations. If an appeal is filed, the appellant will have the burden of proving by presenting positive and substantial evidence wherein the decision appealed from is in error.

David B. Morgan
David B. Morgan
Assistant Manager, Oil & Gas

Enclosures

cc:
GS-Casper (3)
U.S. Forest Service, Ogden, Utah

923b

Wyoming 0322676

SPECIAL STIPULATION

A strip of land 200 feet on each side of the centerline of the Middle Piney Road where it passes through lots 2,3,4, S $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 2, T. 30 N., R. 115 W., 6th Prin. Mer., is a roadside zone containing important aesthetic values for public benefit. No occupancy of the surface of this strip is authorized by this lease.

Lots 3, 4, Sec. 2, T. 30 N., R. 115 W., 6th P.M., is included in the Middle Piney Summerhome Area which has been developed by the Forest Service for public use or is needed by the Forest Service for special purposes. No occupancy of the surface is authorized by this lease. The lessee, however, is authorized to employ directional drilling to exploit the oil and gas resources provided that such drilling will not disturb the surface of the area or otherwise interfere with the use being made of it.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name
Street
City
State
Zip Code

Marjorie B. Craig
1254 Monaco Parkway
Denver, CO 80220

W 29919
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #436 State: Wyoming County: Sublette

T. 31 N., R. 114 W., 6th Prin. Mer., WY
Sec. 10: S $\frac{1}{2}$
Sec. 11: E $\frac{1}{2}$
Sec. 12: W $\frac{1}{2}$

137144

RECORDED	July 23	1973	9:00 AM
IN BOOK	49 Oil & Gas	PAGE	421
FEES \$	5.00	Aune R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By *Leo H. Lake Deputy*

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	960.00	acres	Annual Rental \$	480.00
-----------------------	--------	-------	----------------------------	--------

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: AUGUST 1 1971 THE UNITED STATES OF AMERICA

No. 307 - 0095

SEE INSTRUCTIONS
ON REVERSE

29919

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

3. Parcel Number 436
4. State Wyoming

By *Marjorie B. Craig*
(Signature of Signing Officer)

Chief, Oil &
Gas Section

(Title)

JULY 28, 1971
(Date)

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1153) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. *Marjorie B. Craig*
(Signature of Applicant) 6-24-71
(Date)

6. MARJORIE B. CRAIG
1254 Monaco Parkway, include zip code
Denver, Colorado 80220

421

DO NOT DETACH

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
Jett Building
P. O. Box 589
Lander, Wyoming 82520 332-4220

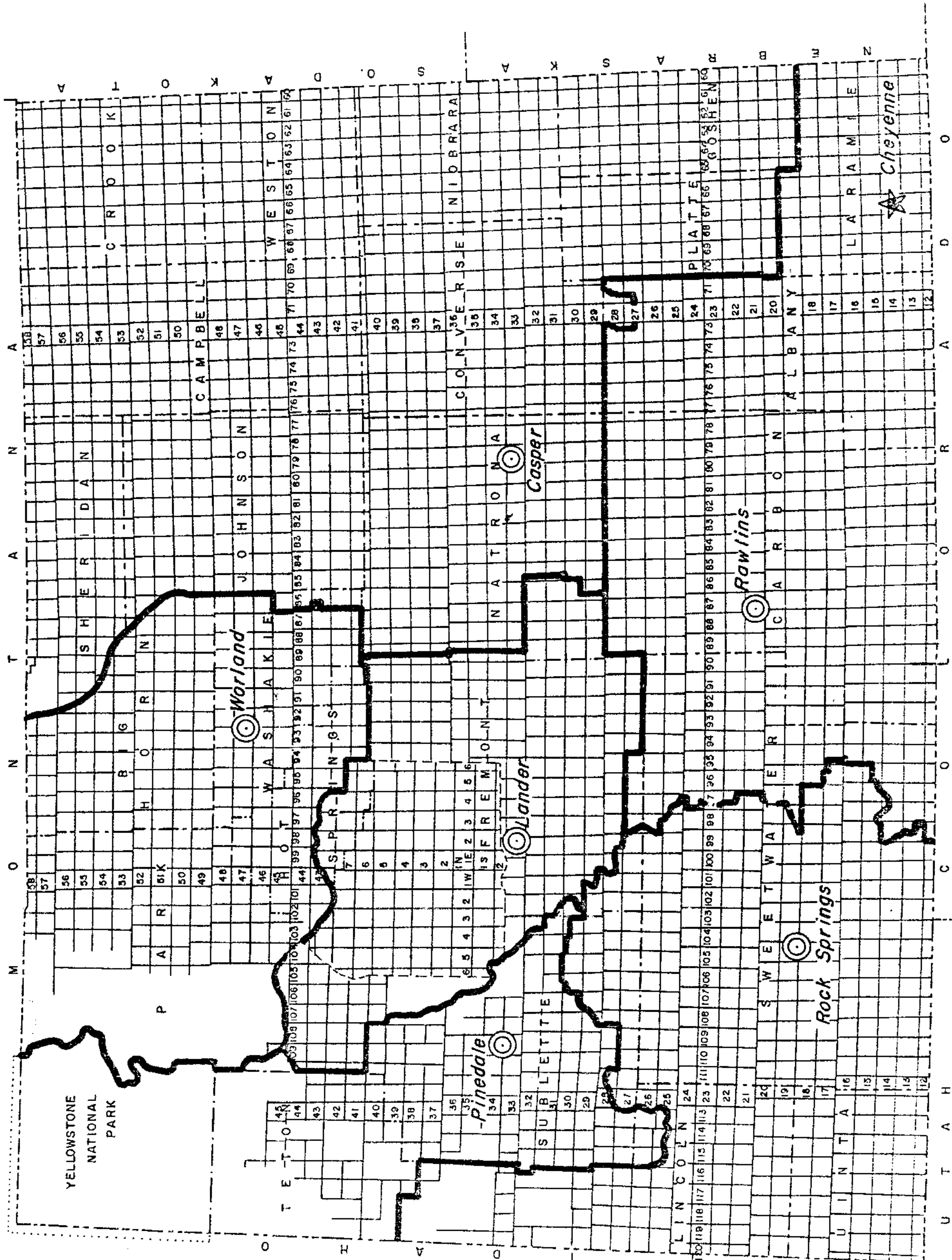
District Manager
Bureau of Land Management
Suite 22, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 768
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
P. O. Box 2834
Casper, Wyoming 82601 265-5550

WYOMING



Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number	SUN NO. 49 00 401801
TO BE FILLED IN BY LAND OFFICE	
Effective Date of Base Lease	8-1-71
New Serial Number	

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Sun Oil Company (Delaware)
Street P. O. Box 2880
City Dallas, Texas
State 75221
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

A blanket assignment from Sun Oil Company, a New Jersey corporation, to Sun Oil Company (Delaware), a Delaware corporation, made as of September 30, 1971, is attached hereto in lieu of this form of assignment, in accordance with procedure approved by Harrison Loesch, Assistant Secretary of the Interior, in letter of November 16, 1971, to Edwin M. Cage, Chief of Legal Staff of Sun Oil Company, Dallas, Texas.

2. What interest was held by the assignor in above-described lands prior to this assignment?

3. What interest is being conveyed to assignee?

4a What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignor's Signature)

(Assignor's Address)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

137145

RECORDED	July 23	19 73	9:00 A M
IN BOOK	49 Oil & Gas	PAGE	425
FEES \$	7.00	Aune R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By *Luis J. Clark Deputy*

Assignment approved effective _____

JAN 20 1972

Date approved _____

By *Wm. M. Sant*
(Authorized Officer)

*Lease extended under 43 CFR 3123.5 to and including (date) _____

425

(Title)

NOTE This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form as printed by the Bureau of Land Management.

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)
Corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file. Eastern States Land Office BLM 066100; Outer Continental Shelf Office, N.O. Misc. #250.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of December

, 1971

SUN OIL COMPANY (DELAWARE)

By: [Signature]
(Assignee's Signature) Vice President

P.O. Box 2880, Dallas, Texas 75221
(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.**

CONFORMED COPY
I N D E N T U R E

THIS INDENTURE, made as of the 30th day of September, 1971 by SUN OIL COMPANY, a New Jersey corporation, its successors and assigns, party of the first part, to SUN OIL COMPANY (DELAWARE), a Delaware corporation, its successors and assigns, party of the second part, with intent to be legally bound;

WITNESSETH, that the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised and quit claimed, and by these presents does remise, release and quit claim unto the said party of the second part, and to its successors and assigns forever, all of its right, title and interest in and to the real property identified in the attached schedule consisting of 851 pages.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: AND also, all the estate, right, title, interest, property, claim and demand whatsoever, as well as in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

CONFORMED COPY

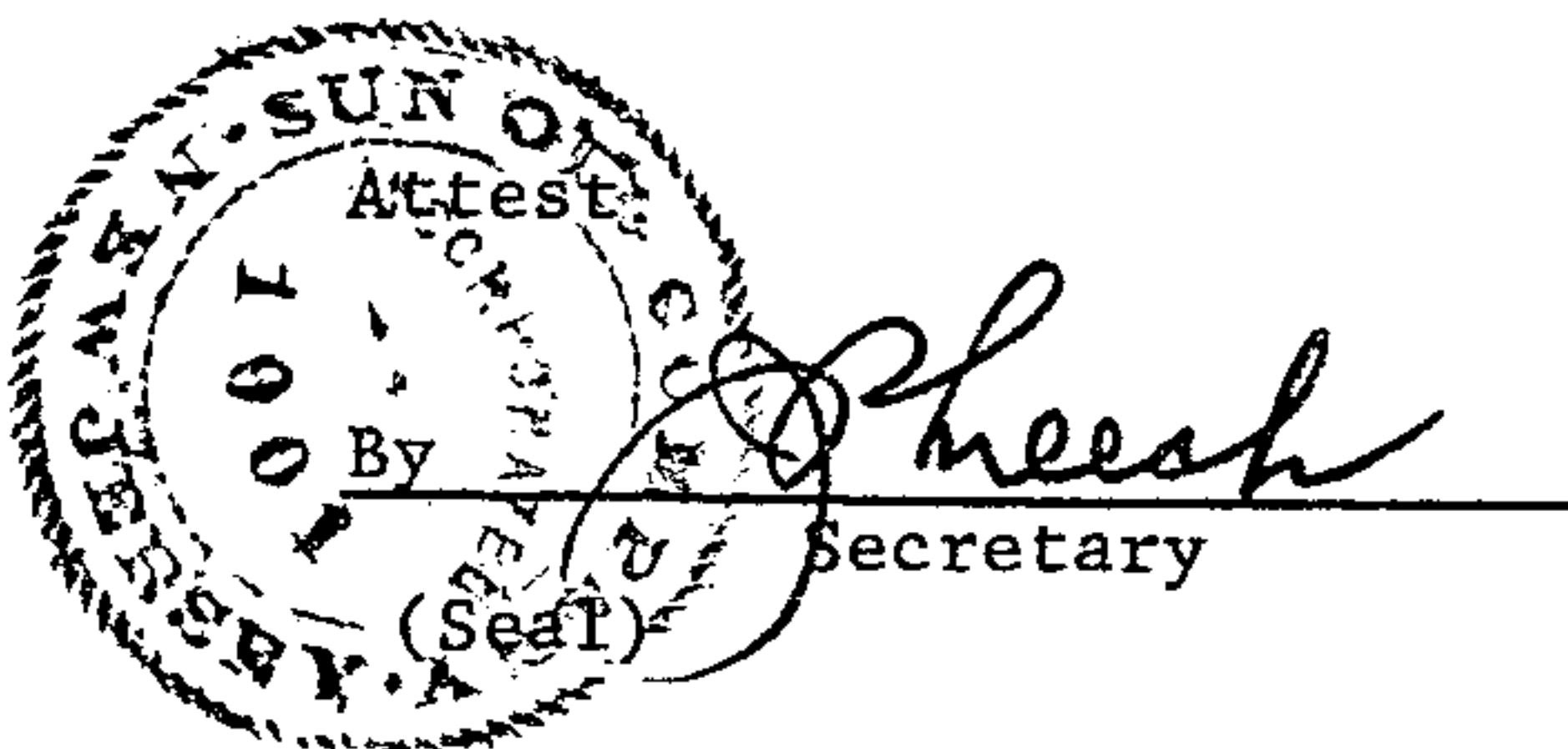
- 2 -

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal as of the day and year first above written.

SUN OIL COMPANY

By Robert G. Dunlop
Chairman of the Board



COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA

SS.

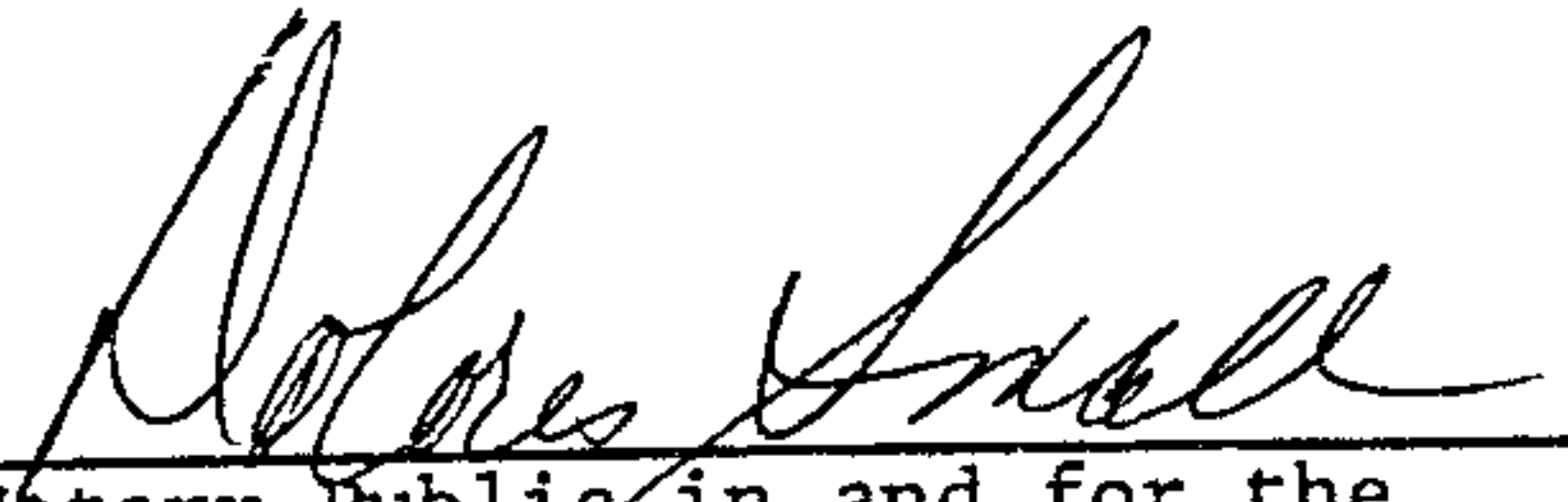
I, Robert G. Dunlop, a notary public duly commissioned, sworn, qualified, and acting within and for said County and State, do hereby certify that on the 30th day of September, 1971, before me personally appeared Robert G. Dunlop and J. P. Leech, each to me personally well known, known by me to be the Chairman and Secretary, respectively, of Sun Oil Company, a New Jersey corporation, and known by me to be the same persons described in

CONFORMED COPY

- 3 -

and who executed the foregoing instrument, who, after being duly sworn by me, severally acknowledged that as such Chairman and Secretary, respectively, they were authorized to and did sign, execute and deliver the said instrument for the uses, purposes and consideration therein stated; that they did so for and in the name and behalf of said corporation; that the same was their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were authorized to so act by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

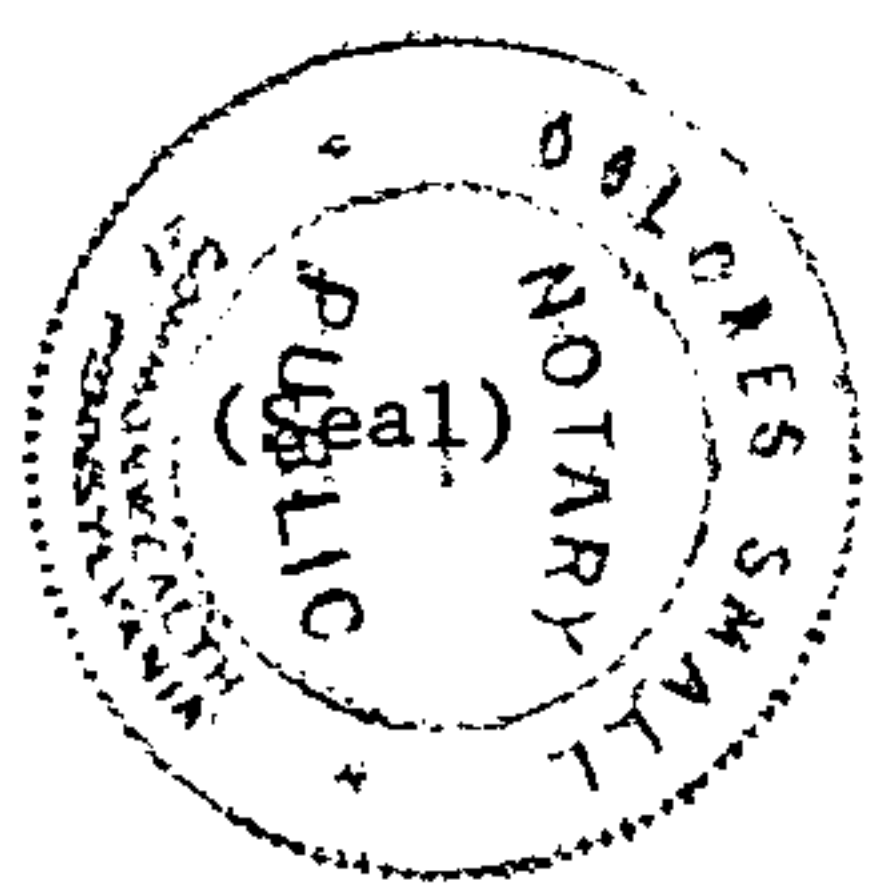
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 30th day of September, 1971.



Notary Public in and for the
Commonwealth of Pennsylvania

My Commission Expires _____

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 28, 1972



EXTRACT OF N.A.E. & P. PROPERTIES

STATE OF WYOMING
COUNTY OF SUBLETTE

PAGE NO. 1

PROPERTY
TYPE NUMBER

LESSOR OR GRANTOR

INSTRUMENT
DATERECORDED IN
FILE BOOK PAGE

CC 401801

U. S. A. 4-29919

08-01-71

Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number	SUN NO. 49 00 401139
TO BE FILLED IN BY LAND OFFICE	
Effective Date of Base Lease	5-1-66
New Serial Number	

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Sun Oil Company (Delaware)
Street P. O. Box 2880
City Dallas, Texas
State
Zip Code 75221

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

A blanket assignment from Sun Oil Company, a New Jersey corporation, to Sun Oil Company (Delaware), a Delaware corporation, made as of September 30, 1971, is attached hereto in lieu of this form of assignment, in accordance with procedure approved by Harrison Loesch, Assistant Secretary of the Interior, in letter of November 16, 1971, to Edwin M. Cage, Chief of Legal Staff of Sun Oil Company, Dallas, Texas.

2. What interest was held by the assignor in above-described lands prior to this assignment?

3. What interest is being conveyed to assignee?

4a What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignor's Signature)

(Assignor's Address)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

137146

RECORDED	July 23	1973	9:00 AM
IN BOOK	49 Oil & Gas	PAGE	431
FEE \$	7.00	by	R. Clark
SUBLETTE COUNTY, PINEDALE, WYOMING		COUNTY CLERK	

Assignment approved effective

JAN 1 1972

Date approved

JAN 2 2 1972

By

Harrison M. Loesch
(Authorized Officer)

*Lease extended under 43 CFR 3123.5 to and including (date)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3123.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

Corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file. Eastern States Land Office BLM 066100; Outer Continental Shelf Office, N.O. Misc. #250.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of December

, 1971

SUN OIL COMPANY (DELAWARE)

By: [Signature]
(Assignee's Signature) Vice President

P.O. Box 2880, Dallas, Texas 75221
(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.**

CONFORMED COPYI N D E N T U R E

THIS INDENTURE, made as of the 30th day of September, 1971 by SUN OIL COMPANY, a New Jersey corporation, its successors and assigns, party of the first part, to SUN OIL COMPANY (DELAWARE), a Delaware corporation, its successors and assigns, party of the second part, with intent to be legally bound;

WITNESSETH, that the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised and quit claimed, and by these presents does remise, release and quit claim unto the said party of the second part, and to its successors and assigns forever, all of its right, title and interest in and to the real property identified in the attached schedule consisting of 851 pages.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: AND also, all the estate, right, title, interest, property, claim and demand whatsoever, as well as in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

CONFORMED COPY

- 2 -

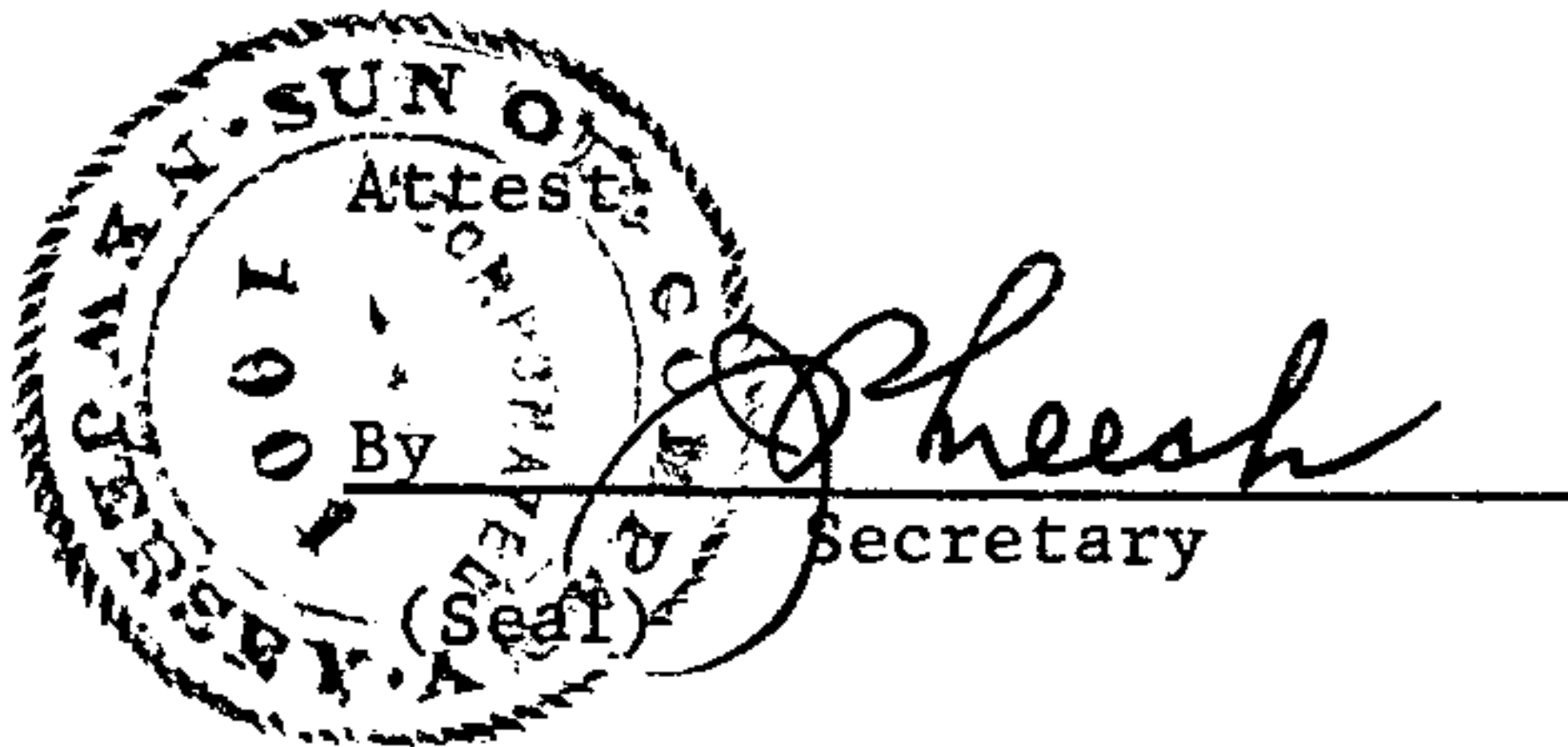
TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal as of the day and year first above written.

SUN OIL COMPANY

By

Robert G. Dunlop
Chairman of the Board



COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA

SS.

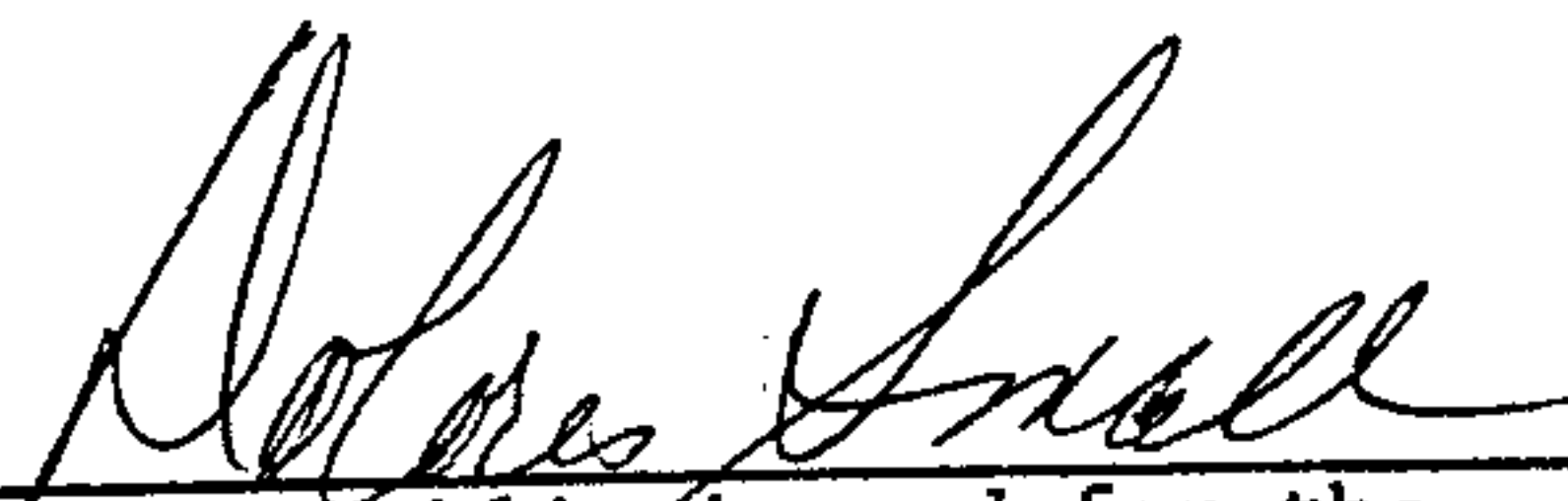
I, Robert G. Dunlop, a notary public duly commissioned, sworn, qualified, and acting within and for said County and State, do hereby certify that on the 30th day of September, 1971, before me personally appeared Robert G. Dunlop and J. P. Leech, each to me personally well known, known by me to be the Chairman and Secretary, respectively, of Sun Oil Company, a New Jersey corporation, and known by me to be the same persons described in

CONFORMED COPY

- 3 -

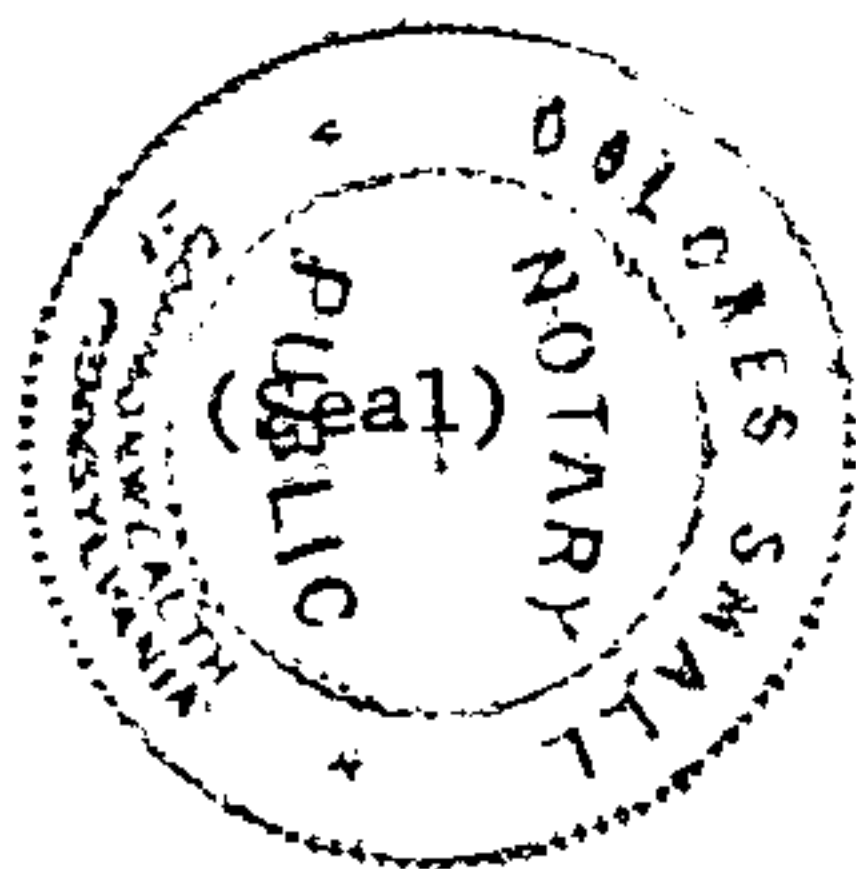
and who executed the foregoing instrument, who, after being duly sworn by me, severally acknowledged that as such Chairman and Secretary, respectively, they were authorized to and did sign, execute and deliver the said instrument for the uses, purposes and consideration therein stated; that they did so for and in the name and behalf of said corporation; that the same was their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were authorized to so act by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 30th day of September, 1971.


 Notary Public in and for the
 Commonwealth of Pennsylvania

My Commission Expires _____

Notary Public, Philadelphia, Philadelphia Co.
 My Commission Expires August 28, 1972



EXTRACT OF N.A.E. & P. PROPERTIES

STATE OF WYOMING
COUNTY OF SUBLETTE

PAGE NO. 1

PROPERTY
TYPE NUMBER

LESSOR OR GRANTOR

INSTRUMENT
DATERECORDED IN
FILE BOOK PAGE

CC 401135

U. S. A. 1-0324512

05-01-66

RECORDED July 23 19 73 9:07 A M
 IN BOOK 48 Oil & Gas PAGE 437
 FEES \$ 7.00 amr Clark COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING
 OIL AND GAS MINING LEASE By James L. Clark Deputy

THIS AGREEMENT, Entered into this the 20 day of July, 1973 A.D., between William J. McGinnis, Jr., and Jane McGinnis, husband and wife, hereinafter called Lessor, and Big Piney Oil and Gas Company, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted and leased and hereby grants, leases and lets unto the Lessee for the purposes of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming, to-wit:

Lots 2, 3, 6 of Section 33, Township 29 North, Range 111
 West, 6th P. M.

Area 109 acres more or less.

2. This lease shall remain in force for a term of five (5) years, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is or can be produced.

3. The Lessee shall deliver to the credit of the Lessor as royalty, free of cost, in the pipe line to which Lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at Lessee's option, may pay to the Lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The Lessee shall pay Lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay two hundred (\$200.00) dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two hereof. The Lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well,

the use of said gas to be at the Lessor's sole risk and expense. The Lessee shall pay to Lessor for gas produced from any oil well and used by the Lessee for the manufacture of gasoline, or any other product, as royalty, one-eighth of the market value of such gas. If said gas is sold by the Lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. This lease shall terminate as to both parties, unless the Lessee shall, on or before one year from this date, pay or tender to the Lessor or for the Lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming, or its successors, which bank and its successors are the Lessor's agent, and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Three and no/100 Dollars (\$3.00) per acre for the land covered by this lease for a period of one year thereafter.

This lease shall likewise terminate as to both parties unless the Lessee shall pay to Lessor the further sum of \$3.00 per acre annual advance rental on or before the 20 day of July, 1923 and the same amount per acre on or before the 20 of January of each year thereafter during the life of this lease both before and after discovery. However, after discovery of oil or gas and on the lease any payment of annual rental shall be applied to reduce by the amount of the payment any royalty becoming due on production during the year following the payment. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the Lessor, or his successor in interest, the payment or tender of rentals in the manner provided shall be binding on the heirs, devisees, executors and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the Lessee shall drill a dry hole, or holes in this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided; (and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force).

7. In case any Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said Lessor only in the proportion which his interest bears to the whole and undivided fee title to the oil and gas in and under said land.

8. The Lessee shall have the right to use, free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of the Lessor. When required by Lessor, the Lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or, to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said Lessee

or any assignees hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, Lessee may withhold payment thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against above described lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues, provided the annual rental is paid each year when due.

13. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the proper county.

15. It is agreed that this lease shall never be forfeited or cancelled

for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor or Lessee. However, no assignment shall be made without the written consent of the Lessor if such assignment divides the lease into more than four parts.

War Clause for Oil and Gas Lease:

This lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and Lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that Lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESS:

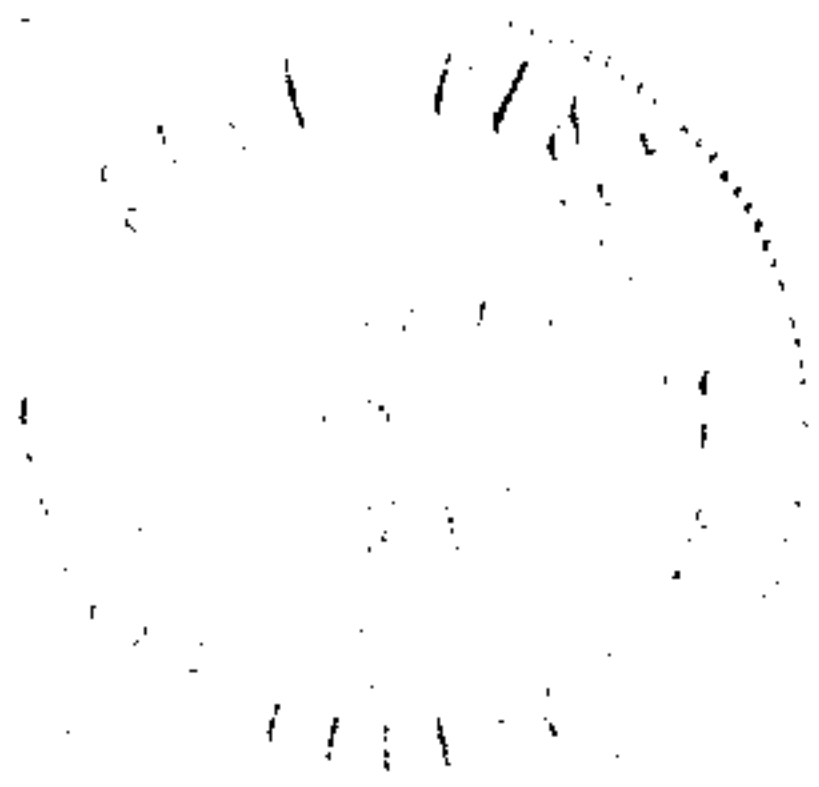
[Signature]

William J. McGinnis Jr.
Jane McGinnis

STATE OF WYOMING)
County of Lincoln): ss.

On this 20 day of Dec., A.D., 1973, before me, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared William J. McGinnis, Jr., and Jane McGinnis, known to me to be the persons whose names subscribed to and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



James C. [Signature]
Notary Public in and for the State of
Wyoming, residing at _____
Lincoln, Wyo.

My commission expires:

2/22/75

1371-19

RECORDED <u>July 23</u>	19 <u>73</u> <u>9:30</u> A M
IN BOOK <u>49 Oil & Gas</u>	PAGE <u>443</u>
FEES \$ <u>7.00</u> <u>anne L. Clark</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	
<u>Myronis & Lake Deputy</u>	

OIL AND GAS MINING LEASE

THIS AGREEMENT, Entered into this the 20 day of July, 1973, A.D., between William J. McGinnis Sr. and Mamie McGinnis, husband and wife, and William J. McGinnis, Jr. and Jane McGinnis, husband and wife, hereinafter called Lessor, and Big Piney Oil and Gas Company, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted and leased and hereby grants, leases and lets unto the Lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming, to-wit:

S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27, Twp. 29N, Range 111W, 6th P.M.
 Lot 10, Section 28, Twp. 29N, Range 111W, 6th P.M.
 SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28, Twp. 29N, Range 111W, 6th P.M.
 W $\frac{1}{2}$ of NW $\frac{1}{4}$ Section 34, Twp. 29N, Range 111W, 6th P.M.
 NE $\frac{1}{4}$ Section 33, Twp. 29N, Range 111W, 6th P.M.
 Lots 1, 4, 5 and 8 of Section 33, Twp. 29N, Range 111W, 6th P.M.
 N $\frac{1}{2}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33, Twp. 29N, Range 111W, 6th P.M.

Area 651 acres more or less.

2. This lease shall remain in force for a term of Five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is or can be produced.

3. The Lessee shall deliver to the credit of the Lessor as royalty, free of cost, in the pipe line to which Lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at Lessee's option, may pay to the Lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The Lessee shall pay Lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay two hundred (\$200.00) dollars per annum as

royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two hereof. The Lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense. The Lessee shall pay to Lessor for gas produced from any oil well and used by the Lessee for the manufacture of gasoline, or any other product, as royalty, one-eighth of the market value of such gas. If said gas is sold by the Lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. This lease shall terminate as to both parties, unless the Lessee shall, on or before one year from this date, pay or tender to the Lessor or for the Lessor's credit in the State Bank of Big Piney, Wyoming, or its successors, which bank and its successors are the Lessor's agent, and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Three Dollars (\$3.00) per acre for the land covered by this lease for a period of one year thereafter.

This lease shall likewise terminate as to both parties unless the Lessee shall pay to Lessor the further sum of \$3.00 per acre annual advance rental on or before the 20 of July, 1973 and the same amount per acre on or before the 20 day of July of each year thereafter during the life of this lease both before and after discovery. However, after discovery of oil or gas on the lease any payment of annual rental shall be applied to reduce by the amount of the payment any royalty becoming due on production during the year following the payment. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental payment date. Notwithstanding the death of the Lessor, or his successor in interest, the payment or tender of rentals in the manner provided shall be binding on the heirs, devisees, executors and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the Lessee shall drill a dry hole or holes on this land, this Lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or

provided the Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided; (and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force).

7. In case any Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said Lessor only in the proportion which his interest bears to the whole and undivided fee title to the oil and gas in and under said land.

8. The Lessee shall have the right to use, free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of the Lessor. When required by Lessor, the Lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machines, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this

lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, Lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues, provided the annual rental is paid each year when due.

13. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such

operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the proper county.

15. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor or Lessee. However, no assignment shall be made without the written consent of the Lessor if such assignment divides the lease into more than four (4) parts.

War Clause for Oil and Gas Lease:

This lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and Lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that Lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESS:

[Signature]

William J. McGinnis
William J. McGinnis Jr.
Jane McGinnis

STATE OF WYOMING)

County of Sublette)
 ss.:
 ss.:

On this 10 day of June, A.D. 1972, before me, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared William J. McGinnis, Sr. and Mamie McGinnis and William J. McGinnis, Jr. and Jane McGinnis, known to me to be the persons whose names subscribed to and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

[Signature]
 Notary Public in and for the State of
 Wyoming, residing at Tenover, Wyo.

My commission expires:

3/10/75

137150

RECORDED	<u>July 23</u>	19 <u>23</u>	<u>9:05 A.M.</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>449</u>
FEE \$	<u>8.00</u>	by <u>R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Geo. J. Lake Deputy
OIL AND GAS MINING LEASE

THIS AGREEMENT, Entered into this the 23 day of July, A.D. 1923, between William J. McGinnis, Jr. and Jane McGinnis, husband and wife, hereinafter called Lessor, and Big Piney Oil and Gas Company, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted and leased and hereby grants, leases and lets unto the Lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming, to-wit: One-half of the mineral rights in the following described land: Viz.:

Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Section 6, Twp. 28N,
Range 111W, 6th P.M.
Lot 4 of Section 5, Twp. 28N, Range 111W, 6th P.M.
The SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, and Lot 7 of Section 33,
Twp. 29N, Range 111W, 6th P.M.

Area 307.48 acres.

2. This lease shall remain in force for a term of five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is or can be produced.

3. The Lessee shall deliver to the credit of the Lessor as royalty, free of cost, in the pipe line to which Lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at Lessee's option, may pay to the Lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The Lessee shall pay Lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay two hundred (\$200.00) dollars per annum as royalty from

each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two hereof. The Lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense. The Lessee shall pay to Lessor for gas produced from any oil well and used by the Lessee for the manufacture of gasoline, or any other product, as royalty, one-eighth of the market value of such gas. If said gas is sold by the Lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. This lease shall terminate as to both parties, unless the Lessee shall, on or before one year from this date, pay or tender to the Lessor or for the Lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming, or its successors, which bank and its successors are the Lessor's agent, and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of One and 50/100 Dollars (\$1.50) per acre for the land covered by this lease for a period of one year thereafter.

This lease shall likewise terminate as to both parties unless the Lessee shall pay to Lessor the further sum of \$1.50 per acre annual advance rental on or before the 20 day of July, 19 23 and the same amount per acre on or before the 20 day of July of each year thereafter during the life of this lease both before and after discovery. However, after discovery of oil or gas on the lease any payment of annual rental shall be applied to reduce by the amount of the payment any royalty becoming due on production during the year following the payment. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the Lessor, or his successor in interest, the payment or tender of rentals in the manner provided shall be binding on the heirs, devisees, executors and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the Lessee shall drill a dry hole, or holes on this land, this Lease shall not terminate, provided operations for the drilling of

a well shall be commenced by the next ensuing rental paying date, or provided the Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided; (and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force).

7. In case any Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said Lessor only in the proportion which his interest bears to the whole and undivided fee title to the oil and gas in and under said land.

8. The Lessee shall have the right to use, free of costs, gas, oil, and water found on said land for its operations thereon, except water from the wells of the Lessor. When required by Lessor, the Lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is

hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, Lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues, provided the annual rental is paid each year when due.

13. If within the primary term of this lease production on the leased premises shall cease from any cause, this Lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom,

then as long as production continues.

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the proper county.

15. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee. However, no assignment shall be made without the written consent of the Lessor if such assignment divides the lease into more than four (4) parts.

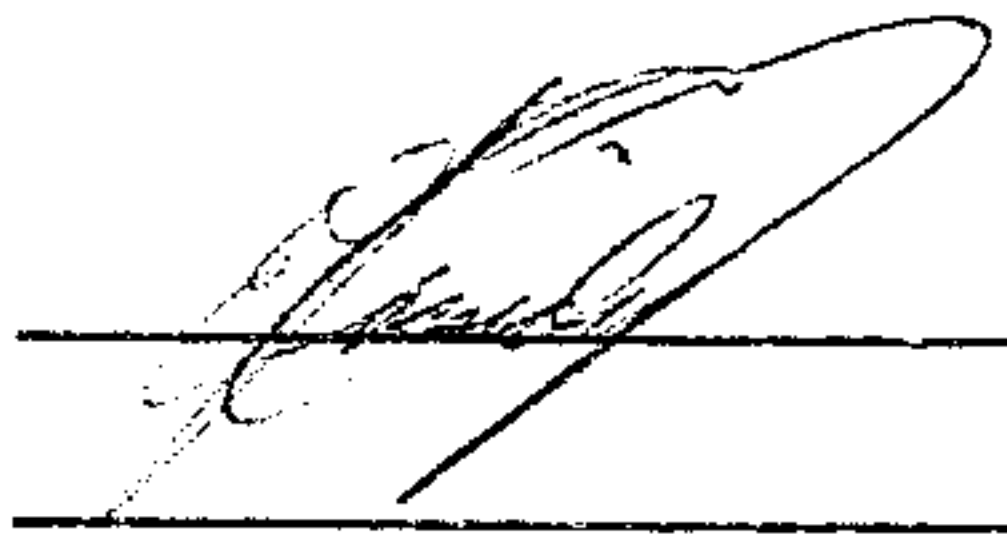
War Clause for Oil and Gas Lease:

This lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and Lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that Lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESS:



William J. McHenry Jr.
Jessie McHenry

STATE OF WYOMING)
County of Lincoln : ss.
County of Sublette)

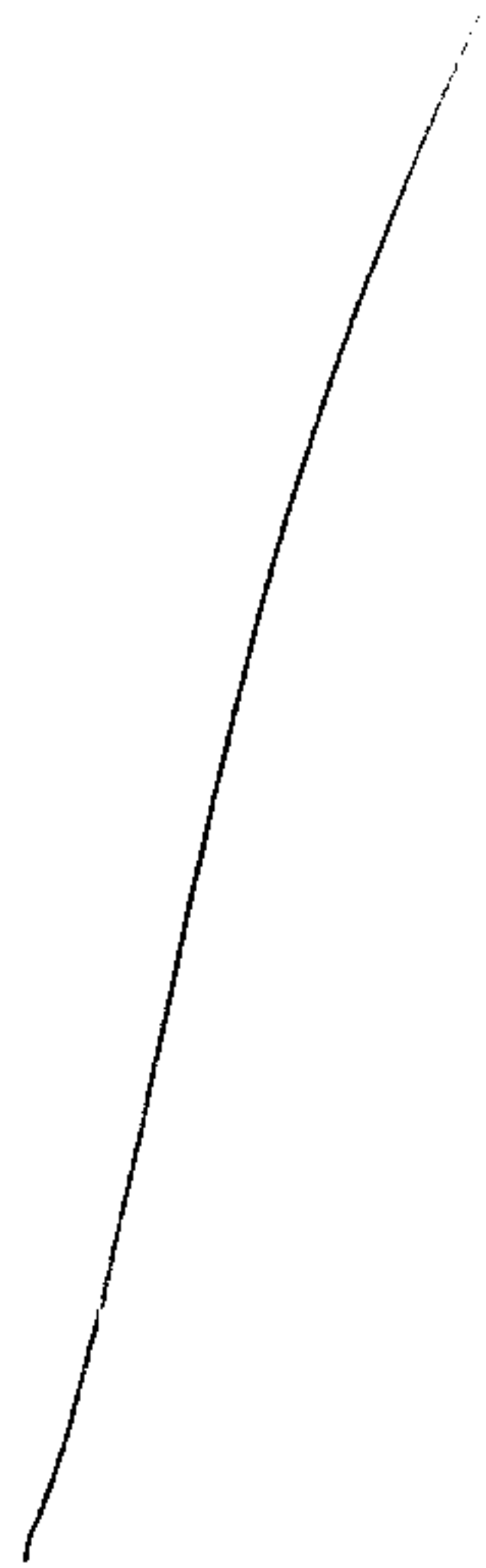
On the 11th day of June, A.D. 1973, before me, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared William J. McGinnis, Jr. and Jane McGinnis, known to me to be the persons whose names subscribed to and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Notarial Seal the day and year in this certificate first above written.

James C. ...
Notary Public in and for the State of
Wyoming, residing at ...
...

My commission expires:

3122/75



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved
Budget Bureau No. 42-R990.4.

Office WYOMING

Serial No. 1510070

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

Fill in on typewriter
or print plainly in ink
and sign in ink.

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs.
1. Miss Mr. William C. Kirkwood,
(First Name, Middle Initial, Last Name)

Please notify the
signing officer of any
change of address.

Box 1706,
(Number and Street)

Casper, Wyoming.
(City and State)

2. Land requested: State Wyoming County Sublette T. 36 N.; R. 111 W., 6th P. Meridian

T. 35 N., R. 110 W., 6th P.M.,

Sec. 5: Lots 1,3, SE $\frac{1}{4}$,
E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$,
E $\frac{1}{2}$ SW $\frac{1}{4}$.

Sec. 13: All;
Sec. 24: All;
Sec. 25: All.

T. 35 N., R. 111 W., 6th P.M.

Sec. 1: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;

3. Land included in lease: State _____ County _____ T. _____ : R. _____ : Meridian _____
Total Area 2557.86 Acres

RECORDED July 27 1973 9:00 A M
IN BOOK 49 Oil & Gas PAGE 457
FEES \$ 4.00 June R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Russ J. Yake Deputy

This lease embraces the area and
the land described in item 2.

The rental retained is the rental
amount shown in item 4.

(Offeror does not fill in this block)

Total Area

Acres Rental retained \$

4. Amount remitted: Filing fee \$10, Rental \$ 1279.00, Total \$ 1289.00.

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born ☒ Naturalized _____ Corporation or other legal
entity (specify what kind): _____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this 28th day of JULY, 1975

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

AUG 20 1965
(Date)

Effective date of lease SEP 1 1965

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 3 OF GENERAL INSTRUCTIONS

31 U. S. C. sec. 1091 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

POWERSITE STIPULATION

The lessee or permittee hereby agrees:

(a) If any of the land covered by this lease or permit was, on the date that the lease or permit application or offer was filed, within a powersite classification, reservation, or project on which an application for a license or preliminary permit is pending before the Federal Power Commission or on which an effective license or preliminary permit had been issued by the Federal Power Commission under the Federal Power Act, or on which an authorized power project (other than one owned or operated by the Federal Government) had been constructed, the United States, its permittees or licensees shall have the prior right to use such land for purposes of power development so applied for, licensed, permitted or authorized, and no compensation shall accrue to the mineral lessee or permittee for loss of prospective profits or for damages to improvements or workings, or for any additional expense caused the mineral lessee as a result of the taking of said land for power development purposes. It is agreed, however, that where the mineral lessee or permittee can make adjustments of his improvements to avoid undue interference

with power development, he will be permitted to do so at his own expense. Furthermore, occupancy and use of the land by the mineral lessee or permittee shall be subject to such reasonable conditions with respect to the use of the land as may be prescribed by the Federal Power Commission for the protection of any improvements and workings constructed thereon for power development.

(b) If any of the land covered by this lease or permit is on the date of the lease or permit within a powersite classification or reservation which is not governed by the preceding paragraph, the lease or permit is subject to the express condition that operations under it shall be so conducted as not to interfere with the administration and use of the land for powersite purposes to a greater extent than may be determined by the Secretary of the Interior to be necessary for the most beneficial use of the land. In any case, it is agreed that where the mineral lessee or permittee can make adjustments to avoid undue interference with power development, he will be permitted to do so at his own expense.

460 ASSIGNMENT
OF
OIL AND GAS LEASE

39

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

William C. Kirkwood

P. O. Box 1706

Casper, Wyoming 82601

hereinafter for convenience designated "Assignor," whether one or more, for and in consideration of the sum of Ten and no/100 Dollars,

and other good and valuable considerations in hand paid by Voyager Petroleum, Inc. a Colorado Corporation, hereinafter for convenience designated "Assignee," the receipt of which is hereby confessed and acknowledged, and the other agreements and promises herein-after contained, does hereby grant, bargain, sell, convey, transfer and set over and assign to said Assignee, the following described oil and gas lease, to-wit:

T 36 N, R 111 W, 6th P.M.

Sec. 13: All

Sec. 24: All

Sec. 25: All

T 35 N, R 111 W, 6th P.M.

Sec. 1: Lots 1,2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

T 35 N, R 110 W, 6th P.M.

Sec. 5: Lots 1,3, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Federal Lease W-0318670

Sublette County, Wyoming

Containing 2,557.86 acres, more or less

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, Assignee's heirs, executors, administrators, successors and assigns forever.

I. WARRANTIES Assignor represents and warrants to Assignee that, except as hereinbelow in this paragraph specifically set out, Assignor is the only party owning or claiming any interest in said above described lease and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease or any right, title or interest therein, and that Assignor has full power, right and authority to execute this assignment, and to convey said above described lease and that all of the obligations and duties imposed by the terms of said lease upon the lessee therein have been fully performed and complied with:

None

II. OVERRIDING ROYALTY Subject to certain hereinafter set forth conditions, Assignor reserves and Assignee does hereby agree to pay to the Assignor on or before the 20th day of

each month a sum representing Three (3%) per cent of the market value, as hereinafter determined, of all oil, gas and casinghead gas produced, saved and marketed from any of the above described lands by Assignee under said above described lease.

Said overriding royalty shall be computed and paid on the basis of the market price for oil, gas and casinghead gas prevailing in the field where produced for oil, gas and casinghead gas of like quality, provided that no overriding royalty shall be paid or shall accrue upon any oil, gas or casinghead gas used for operating, development or production purposes upon said above described lands or unavoidably lost, and no overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said above described lands.

In computing the amounts to be paid Assignor hereunder as above provided, Assignee shall have the right to deduct from the value of the oil, gas, casinghead gas, or the proceeds thereof, upon which said overriding royalty is computed the full amount of any taxes required to be paid on such oil, gas and casinghead gas for or on account of the production or sale thereof, including the so-called gross production or severance taxes.

Assignee shall not be required to take cognizance of any deed, assignment, transfer or passing of title by will, testament or inheritance of said overriding royalty or of any interest therein, unless and until Assignee shall have been furnished with legal evidence of such deed, assignment, transfer or passing of title by will, testament or inheritance which is acceptable to the Assignee. Assignee may, until in writing specifically notified of any claim adverse thereto, rely upon any certified copy of, and in making payments hereunder give effect to any decree or order of any court of record and the recitals contained therein, and any instrument of conveyance, certificate of sale or release executed by any executor or administrator, guardian or conservator, public officer, or officer or appointee of any court, all irrespective of, and without investigation as to, any defects, irregularities, want of service, defect of service, lack of jurisdiction, or other possible grounds of invalidity or nullity thereof. In no event shall Assignee be liable hereunder to any successor in interest of Assignor to all or any part of said overriding royalty until after Assignee has been furnished with proof of interest or notice of adverse claim of such successor in interest, and then only for payments accruing after the first day of the following calendar month. In the event of any dispute at any time concerning the ownership of any overriding royalty payable hereunder, Assignee may withhold payment of such overriding royalty without interest until such dispute is settled.

All sums payable hereunder by Assignee to Assignor may be paid by check of Assignee to Assignor or deposited to the credit of Assignor in the

First National Bank

Casper, Wyoming

Bank of

which Bank, as such depository, is hereby named, designated and accepted by Assignor as its agent for the receipt of all such money. Said Bank shall remain as such agent notwithstanding any change in ownership of the interest of Assignor hereunder unless and until Assignor, its representatives and assigns, shall, by written notice to Assignee, name and designate some other depository bank to which such payments may be made. Any payments made by Assignee to any such depository bank shall be full acquittance and shall relieve Assignee from all obligations hereunder to the extent of the payment or payments so made.

It is further agreed that if at any time there shall be more than six (6) parties entitled to receive payments to be made hereunder, then Assignee shall have the right to withhold all payments hereunder unless and until all such parties entitled to payment hereunder shall designate, in writing, in a recordable instrument to be delivered to Assignee, a trustee to receive all said overriding royalty payments, to execute division orders and to act in all matters involving said overriding royalty for and on behalf of said parties and their respective successors in title.

III. DEVELOPMENT It is expressly understood and agreed that notwithstanding the grant to Assignor of said above described overriding royalty, Assignee shall have, and Assignor hereby grants and conveys to Assignee, the exclusive right, as between the parties hereto, to develop and operate all of the above described lands and every part thereof to such extent and in such manner as Assignee shall determine to be proper without incurring any liability whatsoever to Assignor and nothing herein contained shall be deemed, as between the parties hereto, to obligate Assignee to drill for, produce or market oil from any of said above described lands to any greater extent than required by the terms and conditions of said above described lease.

IV. UNITIZATION It is understood and agreed that Assignee shall have the right, as to all or any part of the above described lands and as to any sand or horizon thereof, to enter into a cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said lands in such manner and form as Assignee shall deem proper, and from time to time to modify, change or terminate any such plan or plans or agreements; and Assignor hereby expressly ratifies and approves all such plans and agreements which may be so entered into by Assignee. In the event that said above described lands, or any part thereof, or any sands or horizons thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the overriding royalty payments to be made to Assignor under the provisions hereof, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the overriding royalty payments to be made hereunder to Assignor shall be based upon the production only as so allocated.

V. SURRENDER It is specifically understood and agreed that Assignee reserves the right to release and surrender said above described lease, either in whole or in part, at any time when Assignee shall not be in default under the terms of said lease; PROVIDED, however, that Assignee shall first give written notice of such desire to Assignor by mailing same by registered mail to Assignor at Assignor's above set forth address or at such other address as Assignor may have furnished to Assignee, and if said Assignor shall within period of thirty (30) days after mailing of such notice inform Assignee in writing, delivered to Assignee at Assignee's address, of Assignor's desire to have transferred to Assignor the interest to be surrendered and furnish, at Assignor's expense, all bonds that might be required to enable Assignor to qualify and maintain the interest to be surrendered in full force and effect, and obtain the approval of all necessary parties to the transfer of such interest, if such approval be required by the terms of the lease, then Assignee shall re-assign to Assignor said interest originally proposed to be surrendered and thereupon Assignee shall be relieved from all further obligation or liability hereunder and under said lease, to the extent that said lease shall have been re-assigned. In the event of any failure of Assignor to inform Assignee within the time above provided of Assignor's desire to have the interest to be surrendered transferred to Assignor, or to furnish any bond required or to obtain the necessary approval to the transfer to Assignor of the interest originally to be surrendered, Assignee may surrender and release such interest and be thereby fully and completely relieved, released and discharged from all obligations to Assignor hereunder and under said lease to the extent it shall have been surrendered. In the event that at the time Assignee desires to make such surrender and gives notice thereof as hereinabove provided, the rights and interests of Assignor hereunder, or any part thereof, are vested in any person or persons other than Assignor, then only such of the other persons so interested shall be entitled to have notice mailed to them as have furnished Assignee with evidence of their interest hereunder and their respective post office addresses.

VI. This agreement shall be binding upon and inure to the benefit of the heirs, representatives, administrators, executors, successors and assigns of the parties hereto.

EXECUTED this 11 day of September, 19 69

WITNESS:

Assignment Approved Ethelene J. ...

WITNESS:

OCT 3 0 1969

WITNESS:

Norma M. Lane

WITNESS:

Ethelene - ASSISTANT MANAGER, OIL & GAS

WITNESS:

FOR CLAIM

Assignor

Assignor

Assignor

Assignor

STATE OF WYOMING } ss. COLORADO, NEW MEXICO, WYOMING
COUNTY OF NATRONA } ss. ACKNOWLEDGMENTS—INDIVIDUAL
The foregoing instrument was acknowledged before me this 11 day of September, 19 69, by
William C. Kirkwood
Witness my hand and official seal.
My commission expires January 21, 19 71
Sharon Delgans Rietz
Notary Public

STATE OF WYOMING } ss. COLORADO ACKNOWLEDGMENT—CORPORATION
COUNTY OF } ss.
The foregoing instrument was acknowledged before me this day of 19, by
as President of corporation.
Witness my hand and official seal.
My commission expires 19
Notary Public

STATE OF } ss. NEBRASKA ACKNOWLEDGMENT—INDIVIDUAL
COUNTY OF } ss.
On this day of 19, before me,
personally came the above named, who is personally known to me to be the identical
person whose name is affixed to the above instrument, and acknowledged the instrument to be his voluntary act and deed.
Witness my hand and seal of office at, the date aforesaid.
My commission expires
Notary Public

STATE OF } ss. UTAH ACKNOWLEDGMENT—INDIVIDUAL
COUNTY OF } ss.
On this day of 19, personally appeared before me
the signer of the above instrument, who duly acknowledged to me that executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.
My commission expires 19
Notary Public
Place of Residence

STATE OF } ss. UTAH ACKNOWLEDGMENT—CORPORATION
COUNTY OF } ss.
On this day of, personally appeared before me
who, being by me duly sworn, did say that he is the President of
and that said instrument was signed in behalf of said corporation by authority of its Board of
Directors and said acknowledged to me that said corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.
My commission expires 19
Notary Public
Place of Residence

RECORDED July 27 19 73 9:00 A M
IN BOOK 49 Oil & Gas PAGE 460
FEES \$ 3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

No. ASSIGNMENT OF OIL AND GAS LEASE FROM TO
State of County
This instrument was filed for record on the day of 19, at o'clock, M., and duly recorded in Book Page of the records of this office
County Clerk—Registrar of Deeds.
By Deputy.
When recorded return to

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-0318670

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Continental Oil Company, a Delaware Corporation
Street Drawer 1267
City Ponca City, Oklahoma 74601
State
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 35 North, Range 110 West, 6th P.M.
Section 5: Lots 1,3, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Township 35 North, Range 111 West, 6th P.M.
Section 1: Lots 1,2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Township 36 North, Range 111 West, 6th P.M.
Section 13: All
Section 24: All
Section 25: All

containing 2,557.86 acres, more or less
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 50 percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
None

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of November, 1969
VOYAGER PETROLEUMS, INC.

By: [Signature]
ATTESTED: (Assignor's Signature) President

Suite 510 - 540-5th Avenue, South West
(Assignor's Address)

By: [Signature]
Secretary

Calgary 1, Alberta, Canada

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

137221

RECORDED	July 37	19 73	9:00 AM
IN BOOK	49 Oil & Gas	PAGE	462
FEES \$	3.62	Anna R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JAN 1 1970

Date approved JAN 23 1970

By: [Signature]
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS

(Title)

*Lease extended under 43 CFR 3128.5 to and including (date)

NOTE: This form is reproduced provided that the copies are reproductions on one sheet of both sides of the official form in accordance with the provisions of 43 CFR 3128.2

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
- Qualifications of assignee.** Assignee *must* indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3123.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, PIONEER PRODUCTION CORPORATION, a Texas corporation, P. O. Box 251, Amarillo, Texas 79105, "Assignor," hereby assigns to CONTINENTAL OIL COMPANY, a Delaware corporation, P. O. Drawer 1267, Ponca City, Oklahoma 74602, and VOYAGER PETROLEUMS, INC., a Colorado corporation, 540 Fifth Avenue South West, Suite 510, Calgary, Alberta, Canada, "Assignees," all of Assignor's operating rights and working interest in the following described oil and gas lease insofar as such lease covers the following described lands in Sublette County, Wyoming, to-wit:

Lessor: United States

Dated: September 7, 1965

Serial No: W-0318670

Lands: Township 35 North, Range 110 West

Sec. 5: Lots 1, 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Township 35 North, Range 111 West

Sec. 1: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

reserving unto Assignor the full record title to said lease.

EXECUTED this 3rd day of August, 1972.

ATTEST:

PIONEER PRODUCTION CORPORATION

Ann Garrah
Assistant Secretary

By

E. S. Morris
President
E. S. Morris, President

137222

PHOTOSTATIC RECORDED	✓
INDEXED	/
CHECKED	/

RECORDED	<u>July 27</u>	19 <u>73</u>	<u>9:00 AM</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>464</u>
FEE \$	<u>2.25</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

Ref. L. J. Updegrave Deputy

STATE OF TEXAS)
COUNTY OF POTTER) ss.

The foregoing instrument was acknowledged before me
this 3 day of August, 1972, by
E. S. Morris, as President
of Pioneer Production Corporation.

Witness my hand and official seal.



Florene Small
Notary Public FLORENE SMALL

My commission expires: 6-1-73

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, PIONEER PRODUCTION CORPORATION, a Texas Corporation, P. O. Box 2542, Amarillo, Texas 79105, ASSIGNOR, hereby assigns to CONTINENTAL OIL COMPANY, a Delaware Corporation, P. O. Drawer 1267, Ponca City, Oklahoma 74602 and VOYAGER PETROLEUMS, INC., a Colorado Corporation, 540 Fifth Avenue South West, Suite 510, Calgary, Alberta, Canada, ASSIGNEES, all of ASSIGNOR'S operating rights and working interest in the following described oil and gas lease insofar as such lease covers the following described lands in Sublette County, Wyoming, to-wit:

Lessor: United States

Dated: September 1, 1965

Serial No.: W-0318670

Lands: Township 36 North, Range 111 West:
 Section 13: All
 Section 24: All
 Section 25: All

EXECUTED this 7 day of December, 1972.

ATTEST:

PIONEER PRODUCTION CORPORATION

Wm. L. Darrah

Wm. L. Darrah
Assistant Secretary

By

E. S. Morris

E. S. Morris
President



THE STATE OF TEXAS)
)
 COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 12 day of December, 1972 by E. S. MORRIS as PRESIDENT of PIONEER PRODUCTION CORPORATION.

WITNESS my hand and official seal.

My commission expires
June 1, 1973.

Florence Small
Notary Public FLORENE SMALL

137223

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

RECORDED	<u>July 27</u>	19 <u>73</u>	<u>7:00 A</u> M
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>466</u>
FEE \$	<u>3.25</u>	COUNTY CLERK	<u>James R. Clark</u>
SUBLETTE COUNTY, PINEDALE, WYOMING			

by David J. Clarke Deputy

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

Serial No.
W-0318670

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

Continental Oil Company
P. O. Drawer 1267
Ponca City, Oklahoma 74601

Voyager Petroleum, Inc.
540 Fifth Avenue South West
Suite 510
Calgary, Alberta, Canada

1. To the above in equal shares.

LAND OFFICE USE ONLY
New Serial No.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) September 1, 1965, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 35 North, Range 110 West:	Township 36 North, Range 111 West:
Section 5: Lots 1, 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$	Section 13: All Section 24: All Section 25: All

Township 35 North, Range 111 West:
Section 1: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$

Sublette County, Wyoming

3. What part of the record title interest is being conveyed to ^{both} assignee? (give percentage or share) 100%

4. What part of the record title interest is being retained? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) NONE

b. What overriding royalties or production payments, if any, were previously reserved? (Percentage only) 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 12 day of December, 1972.

PIONEER PRODUCTION CORPORATION

By E.S. Morris
E.S. MORRIS (Assignor's Signature) President

ATTEST: Wm. L. Darrah
Wm. L. Darrah, Asst. Secretary



P. O. Box 151
(Assignor's Address)

Amarillo, Texas 79105
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137224

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	July 27	1973	9:00 A.M.
IN BOOK	49014	Gas	PAGE 467
FEES \$	5.25	Ann L. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Ann L. Clark

Assignment approved effective FEB 1 1973

By E. Deane L. Welsh
(Authorized Officer)

Acting Chief, Oil &
Gas Section

FEB 5 1973

(Title)

(Date)

This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

467

FOR CLAIMANT

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF POTTER

appeared E. S. MORRIS

PRESIDENT

BEFORE ME the undersigned authority, on this day personally
 subscribed to the foregoing instrument, as PRESIDENT, known to me to be the person whose name is
 a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity
 of PIONEER PRODUCTION CORP.
 stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 12
 My commission expires
 June 1, 1973.

day of December

A. D. 1972.

Notary Public in and for

Potter

FLORENE SMALL

County, Texas

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☒ Nob. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of same file W-074960

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)3. Is the filing fee of \$10 attached? ☒ Yes (See General Instructions, Item 2)

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 8th day of January, 1973.

VOYAGER PETROLEUMS, INC.

with acknowledgment added

President (Assignee's Signature)

Treasurer

510 - 540 - 5th Avenue S. W.,
Calgary, Alberta, T2P 0M2
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

2. Filing and number of copies - File three (3) completed copies in the proper land office. Manually sign each copy. A \$10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

3. Effective date of assignment - Assignment takes effect on the first day of the month following the date of filing, if approved.

4. Overriding royalties or payments out of production - Describe, in an accompanying statement, any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment - Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

1. Qualifications of assignee

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kintzel Printing Co.
124 N. CENTER
CASPEN, WYOMING

Form 3106-5

STATE OF _____
COUNTY OF _____ ss.Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____

day of _____, 19____, personally appeared _____

and _____

_____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

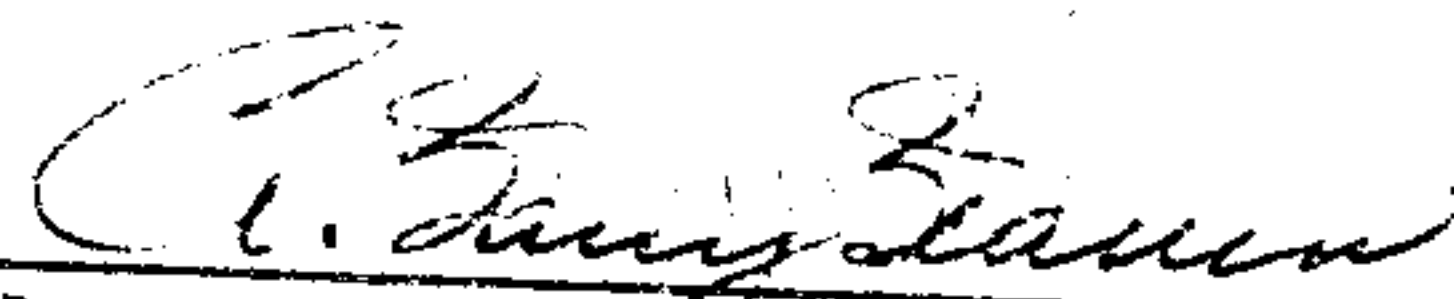
CANADA)

PROVINCE OF ALBERTA)

CITY OF CALGARY)

The foregoing instrument was acknowledged before me this
8th day of January 1973 by Thomas Henry Patrick Livingston,
Treasurer of Voyager Petroleums, Inc.

WITNESS my hand and official seal.



C. J. Langston

A Notary Public in and for the
Province of Alberta.

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.
2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.
3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.
4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

[illegible]

ASSIGNMENT
OF
INTERESTS IN OIL AND GAS
(1) LEASES, and
(2) OFFERS OR APPLICATIONS
TO LEASE,
COUPLED WITH IRREVOCABLE SPECIAL POWER
OF ATTORNEY

ASSIGNMENT

The undersigned Assignors, jointly and individually, hereby assign, convey and transfer unto SIMASKO PRODUCTION COMPANY, an Alaska corporation (Assignee), its successors and assigns, all right, title and interest the undersigned Assignors have in and to those certain:

- (1) specific undivided fractional or percentage working interests or specific undivided fractional or percentage overriding royalty interests, or both, in specific oil and gas leases; and
- (2) specific undivided fractional or percentage working interests or specific undivided fractional or percentage overriding royalty interests, or both, in specific oil and gas lease offers or applications,

situate or located in:

State of WYOMING,

Recording District
or County of SUBLETTE,

as more particularly specified and described in the attached Schedule A.

The undersigned Assignors covenant with and for the benefit of the Assignee that:

- (a) the above described properties are free from all encumbrances; and
- (b) on demand and from time to time hereafter, Assignors will execute and deliver and take such other steps as may be reasonably required to further perfect the Assignee's right, title and interest in and to the above described properties.

137301

RECORDED	August 2	19 73	9.00 A.M.
IN BOOK	49	Oil & Gas	PAGE 473
FEES \$	5.00	Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Per Lisa J. Clarke Deputy

IRREVOCABLE SPECIAL POWER OF ATTORNEY

The undersigned Assignors, to further assure Simasko Production Company, an Alaska corporation (Company) that all right, title and interest of Assignors in and to the above properties shall hereafter be vested in the Company, do hereby jointly and individually make, constitute and appoint the Company as Attorney for Assignors, and in the name of and on behalf of Assignors, to do and execute all or any of the following acts, deeds and things, as fully as the Assignors might or could do if personally present, to-wit:

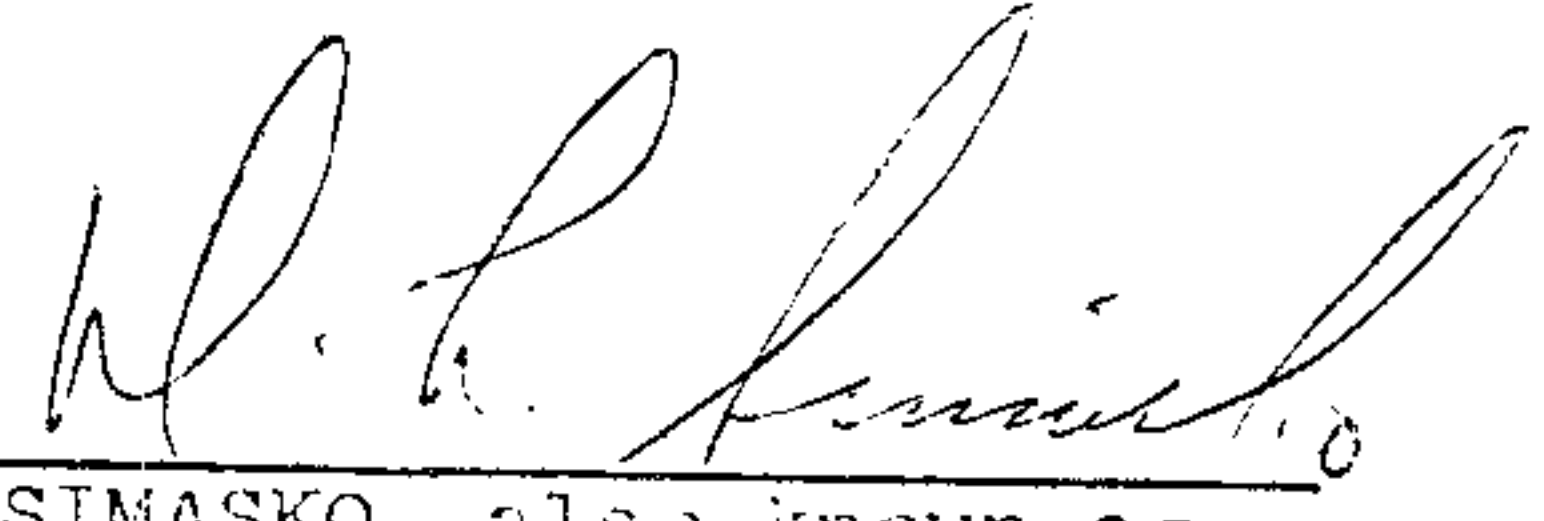
- (1) execute and deliver any and all instruments or statements required to perfect the Company's interests in and to the specific oil and gas lease interests described in the attached Schedule A; and
- (2) perform or take such other acts or steps as may be reasonably required to defend and further perfect for and to the Company its interest in and to the property interests described in the attached Schedule A.

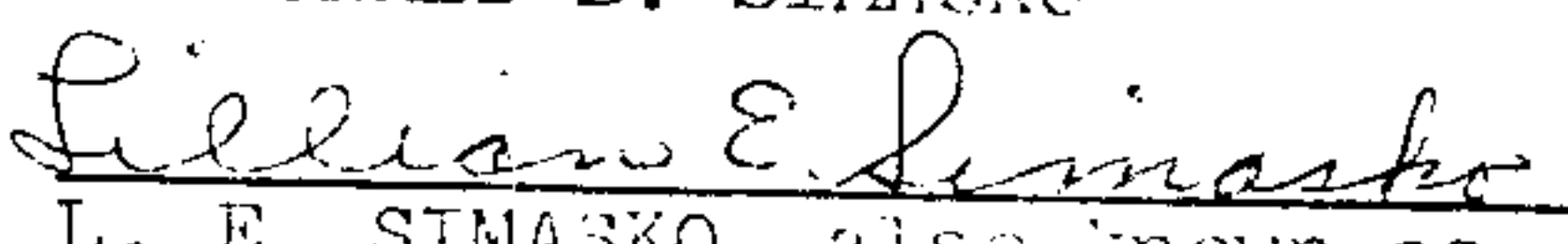
This special power of attorney is executed as an integral part of the above assignment, which in turn is being executed and delivered in exchange for the issuance to Assignors of common stock of Company, and is irrevocable; that is, this special power of attorney shall not be subject to revocation.

Company shall have the power to substitute any person or persons to act under it or in its place as attorney or attorneys in all of the matters and things specified in this Irrevocable Special Power of Attorney.

Dated: JUN 7 1973

ASSIGNORS:

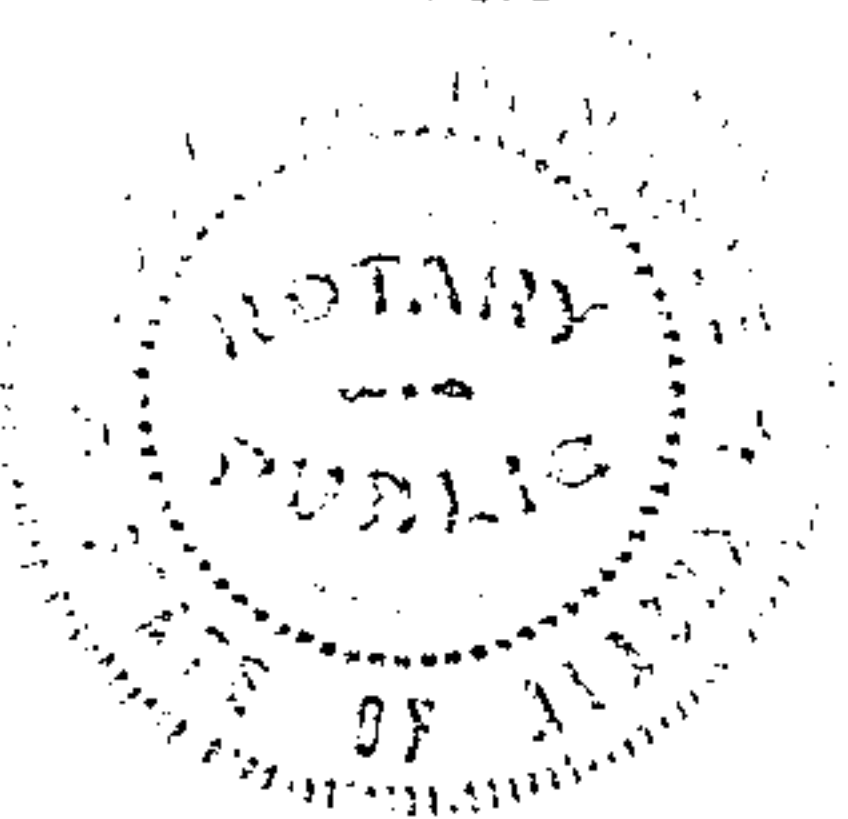

D. L. SIMASKO, also known as
DONALD L. SIMASKO


L. E. SIMASKO, also known as
LILLIAN E. SIMASKO

(Acknowledgments on following page)

State of Alaska }
Third Judicial District } ss.

On the 7th day of June, 1973, before me, a Notary Public in and for the State of Alaska, personally appeared D. L. SIMASKO, also known as DONALD L. SIMASKO, known to me to be the person whose name is subscribed to the foregoing "Assignment of Interests in Oil and Gas (1) Leases, and (2) Offers or Applications to Lease, Coupled with Irrevocable Special Power of Attorney". He acknowledged to me he executed such instrument and knew the contents thereof.


Judith A. Donahue
Notary Public in and for Alaska
My Commission expires: 9-14-76

State of Alaska }
Third Judicial District } ss.

On the 7th day of June, 1973, before me, a Notary Public in and for the State of Alaska, personally appeared L. E. SIMASKO, also known as LILLIAN E. SIMASKO, known to me to be the person whose name is subscribed to the foregoing "Assignment of Interests in Oil and Gas (1) Leases, and (2) Offers or Applications to Lease, Coupled with Irrevocable Special Power of Attorney". She acknowledged to me she executed such instrument and knew the contents thereof.


Judith A. Donahue
Notary Public in and for Alaska
My Commission expires: 9-14-76

<u>Serial No.</u>	<u>Description</u>	<u>Gross Acres</u>	<u>Percent and Type of Interest</u>	<u>Working Interest Owner</u>	<u>Lease Expires</u>
<u>SUBLETTE COUNTY</u>					
W-69- 17174	T 27 N, R 107 W, 6th PM Sec. 36: All	640	45% of 1% ORR	J.J. Grynberg	11/1/79
W-21149	T 27 N, R 107 W, 6th PM Sec. 28: All Sec. 32: All Sec. 34: All Sec. 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	2546.56	45% of 1% ORR	J.J. Grynberg	11/30/79

See
11/1/79

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. **W-38881**

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

137302

F. W. Baumgartner
dba Baumgartner Oil Company
737 Grant Street
Denver, Colorado 80203

RECORDED August 2 19 73 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 477
FEES \$ 3.00 Anna L. Clark COUNTY CLERK
SUBLETTE COUNTY WYOMING

By this I take Deputy

The undersigned, as owner of **100** percent of record title of the above-designated oil and gas lease issued effective (date) **April 1, 1973**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 33 North, Range 110 West, 6th P.M., Sublette County, Wyoming

Section 12: W/2

Section 13: W/2

Section 24: NW/4, N/2 SW/4, SW/4 SW/4

Section 25: SE/4 NW/4, W/2 W/2

1120 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) **100%**

4. What part of the record title interest is being retained by assignor(s)? **None**

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) **One percent overriding royalty (1%)**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) **None**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **1st** day of **June**, 19 **73**.

Margie Johnson
(Assignor's Signature)

Margie Johnson

6825 East Iliff, Apt. 313

(Assignor's Address)

Denver, Colorado 80222

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective **JUL 1 1973**

By *Melissa M. Lane*
(Authorized Officer)

CHIEF OF B

Gas Section

(Title)

JUL 1 1973

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

477

FOR CLAIMANT

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

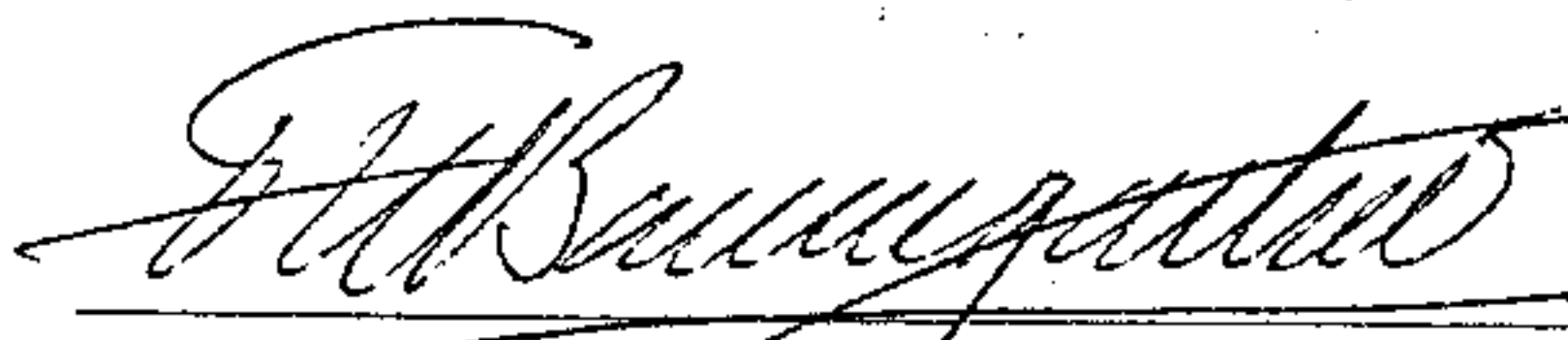
1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 1st day of June, 19 73.



(Assignee's Signature)

F. W. Baumgartner
dba Baumgartner Oil Company

737 Grant Street
Denver, Colorado 80203

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADOCOUNTY OF DENVEROn June 1, 1973

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

, before me personally appeared

MARGIE JOHNSON

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (it) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: April 15, 1974

Ray K. Davis
Notary Public
Residing at: Ray K. Davis

GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, except in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory).

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

- A. Certification of assignee
3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

RELEASE OF OIL AND GAS LEASES

137303

KNOW ALL MEN BY THESE PRESENTS:

RECORDED August 2 1973 9:02 A.M.
 IN BOOK 49 Oil + Gas PAGE 479
 FEES 3.00 James L. Clark COUNTY CLERK
 SUBLETTE COUNTY CLERK
By Lois J. Zinke Deputy

THAT, WHEREAS, EASON OIL COMPANY, P. O. Box 18755, Oklahoma City.

Oklahoma, is the record owner of the following described Oil and Gas Leases located in Sublette COUNTY, STATE OF Wyoming, to-wit:

EOC 49-4639-1DESCRIPTION

LESSOR: Bureau of Land Mgmt.
 LESSEE: Richard H. P. Padon
 DATED: 1 April 1963
 RECORDED: Book 45, Page 301

T 27N - R 103W, 6th P.M.
 Section 7: all
 Section 8: all
 Section 17: all

EOC 49-4640-1

LESSOR: Bureau of Land Mgmt.
 LESSEE: Maxine Ritter
 DATED: 1 April 1963
 RECORDED: Book 45, Page 299

T 27N - R 103W, 6th P.M. T 27N - R 104W
 Section 9: all Section 25: N $\frac{1}{2}$
 Section 10: all
 Section 11: N $\frac{1}{2}$, SW $\frac{1}{4}$
 Section 20: SW $\frac{1}{4}$

NOW, THEREFORE, the said EASON OIL COMPANY does hereby cancel, release, relinquish and surrender all of its right, title and interest in and to said Oil and Gas Leases described above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

6th day of June, 1973.

ATTEST:

EASON OIL COMPANY

By: James A. Owen
 James A. Owen, Assistant Secretary

By: John R. Ellinghausen
 John R. Ellinghausen, Vice President

STATE OF OKLAHOMA
 SS.
 COUNTY OF OKLAHOMA

CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 6th day of June, 1973, personally appeared John R. Ellinghausen, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and scknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed to said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires
 1 August, 1976

Harold V. Addison
 Harold V. Addison, Notary Public



RECORDED August 9 19 73 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 481
FEES \$ 5.00 Aune R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

(Sublette County, Wyoming)

137417

A S S I G N M E N T

For adequate consideration, the receipt and sufficiency of which is hereby acknowledged, HOLLY RESOURCES CORPORATION, a corporation, hereinafter called "Assignor", does hereby BARGAIN, SELL and CONVEY unto COQUINA OIL CORPORATION, whose address is 200 Building of the Southwest, Midland, Texas 79701, hereinafter called "Assignee", all of the properties and interests described in the attached Exhibit "A", together with (1) all personal property used or obtained in connection with said properties, and (2) all rights and interests of Assignor in any unit agreements, pooling agreements or other agreements wherein Assignor is entitled to an interest by virtue of its ownership of the interests described in the attached Exhibit "A".

Assignor is and shall be responsible for all obligations pertaining to said properties up to April 1, 1973, at 7:00 a.m. and agrees to indemnify Assignee and hold Assignee harmless from all claims, demands or causes of action of whatsoever nature pertaining to the operation of said properties prior to said date. Assignee does hereby assume the burden and obligations accruing and pertaining to said properties after April 1, 1973, at 7:00 a.m.

Assignor does agree to execute such other and further instruments as may be necessary to properly vest in Assignee the interests described in the attached Exhibit "A".

Assignor agrees with Assignee, its successors and assigns, that it shall warrant and forever defend the title described in the attached Exhibit "A" unto Assignee, its successors and assigns, by, through and under Assignor, but not otherwise.

This assignment may be executed in multiple counterparts to facilitate recording, so that one assignment may be filed for record in each county affected with the Exhibit limited to the properties in said county attached thereto. A full copy shall be on file in the offices of Assignee at the address stated above.

With respect to certain leases issued by the United States as Lessor or a state as Lessor, additional assignments will be executed in different forms to facilitate approval by the governmental body affected. Additionally, overriding royalties will be reserved in certain Wyoming leases issued by the United States, and said reservations shall be deemed effected and be deemed a reservation with respect to the assignments wherein it is inserted, notwithstanding the provisions hereof.

This assignment shall be effective as of April 1, 1973, at 7:00 a.m.

EXECUTED this 11th day of July, 1973.

ATTEST:

William E. Forsham
Assistant Secretary

HOLLY RESOURCES CORPORATION

BY James W. Forsham
President

THE STATE OF Texas X
COUNTY OF Midland X S.S. (NEW MEXICO, WYOMING AND COLORADO)

The foregoing instrument was acknowledged before me this 11th
day of July, 1973, by T. A. Preswood, Jr.,
President of HOLLY RESOURCES CORPORATION, a Delaware corporation, on
behalf of said corporation. Colorado

My Commission Expires:

June 1, 1975

Alvin B. Holmes
Notary Public

EXHIBIT "A"

The term "Operating Interest" as shown in this exhibit means the working interest share of development and operating cost attributable to (1) each property or (2) each unit or participating area of which such property is a part.

The term "Net Interest in Oil and Gas" or "Net Revenue Interest" means the participation of Assignor in gross production of oil and gas.

Said designations shall not be deemed a limitation on the estate conveyed; to the contrary, said exhibit shall be deemed to cover and include all of the interest of Assignor in the lands described in said exhibit, whether or not correctly described herein.

Non-Producing PropertiesSUBLETTE COUNTY, WYOMING

An undivided 45% interest in that certain United States Lease W-17787 dated April 1, 1969, issued to Holly Resources Corporation, covering -

W/2 Section 25, all Sections 26 and 35,
W/2 Section 36, T-40-N, R-110-W, Sublett
County, Wyoming.

Operating Interest ----- 45%

Net Interest ----- 39.375%

RELEASE OF OIL AND GAS LEASE

WIERMAS, an Oil and Gas Lease, hereinafter referred to as "said lease",
was entered into under date September 6, 1957
by and between Earl A. Bath and Doris MacGlashan Bath

Lessor(s) of Laramie, Wyoming
hereinafter referred to as said "Lessors" and

Arthur M. Culver Company,

Lessee of Casper, Wyoming
recorded on October 4, 1957 in Book 18 O&G at Page 122

of the Official Records of the Recorder, Sublette
County, State of Wyoming, ~~XXXXXX~~

and transferred through Mesne assignments by A. Culver to Belco Petroleum Corporation by assignment dated August 24, 1962, and recorded September 17, 1962 in Book 34 of O&G, at Page 306 of the Office of Recorder of Sublette County, State of Wyoming, the following described portion of the lease herein above mentioned.

Township 29 North, Range 111 West, 6th P.M.

Section 29: E $\frac{1}{2}$ E $\frac{1}{2}$

Section 32: NE $\frac{1}{4}$ NE $\frac{1}{4}$

containing 200.00 acres, more or less

137446

RECORDED Aug 10 1973 9:00 AM
IN BOOK 49 Oil & Gas PAGE 485
FEES 2.00 Quinn Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

By Lois J. Drake Deputy

NOW, THEREFORE, For and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the undersigned does hereby release, relinquish and surrender unto the said lessor(s), their heirs, successors, assigns and legal representatives, all its right, title, interest, claim and demand in and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this 18th day of July, 19 73.

ATTEST:

[Signature]
Charles F. Savage, Secretary

BELCO PETROLEUM CORPORATION

By: *[Signature]* RR
Jack Saltz
Senior Vice President

ACKNOWLEDGEMENT

State of New York)
County of New York)

On this 19 day of July, 19 73, before me appeared Jack Saltz, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors and said Jack Saltz acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 19 day of July, 19 73.

My Commission Expires:

[Signature]
Notary Public

GLADYS SCHLASS
Notary Public, State of New York
No. 03-8313500
Office: 100 West 10th Street
Buffalo, New York
Commission Expires March 30, 1974

RELEASE OF OIL AND GAS LEASE

WHEREAS, an Oil and Gas lease, hereinafter referred to as "said lease",
was entered into under date August 26, 1957
by and between Charles E. Singletary and Ruth Singletary

Lessor(s) of Chicago, Illinois
hereinafter referred to as said "Lessors" and
Arthur M. Culver Company,

Lessee of Casper, Wyoming
recorded on September 27, 1957 in Book 18 O&G at Page 97
of the Official Records of the Recorder, Sublette
County, State of Wyoming, ~~XXXXXX~~

and transferred through mesne assignments by Arthur M. Culver to
Belco Petroleum Corporation by assignment dated August 15, 1962, and
recorded August 30, 1962 in Book 34 of O&G, at Page 178 of the Office
of Recorder of Sublette County, State of Wyoming, the following lease
herein above mentioned.

Township 30 North, Range 112 West, 6th P.M.

Section 22: S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 27: N $\frac{1}{2}$ NE $\frac{1}{2}$

containing 280.00 acres more or less

137447

RECORDED Aug 10 1973 9:50 AM
IN BOOK 49 Oil & Gas PAGE 486
FEES 2.00 Aune R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

By Lisa J. Lyke Deputy

NOW, THEREFORE, For and in consideration of the sum of \$10.00 and other
good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, that the undersigned does hereby release, relinquish
and surrender unto the said lessor(s), their heirs, successors, assigns and
legal representatives, all its right, title, interest, claim and demand in
and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this
18th day of July, 19 73.

ATTEST:

Charles E. Savage, Secretary

BELCO PETROLEUM CORPORATION

By: Jack Saltz *RR*
Jack Saltz
Senior Vice President

ACKNOWLEDGEMENT

State of New York)
County of New York)

On this 19 day of July, 19 73, before me appeared
Jack Saltz, to me personally known, who being by me
duly sworn, did say that he is the Senior Vice President
of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument
is the corporate seal of said corporation by authority of its Board of Directors
and said Jack Saltz acknowledged said instrument
to be the free act and deed of said corporation.

Given under my hand and seal this 19 day of July, 19 73.

My Commission Expires:

Gladys Schlass
Notary Public

GLADYS SCHLASS
Notary Public, State of New York
No. 03-8313500
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Budget 42-10390-1

Office Wyoming

Serial No. W 4307

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

Fill in on typewriter
or print plainly in ink
and sign in ink.

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs. Kathleen Morrison
1. Miss (First Name, Middle Initial, Last Name)

P. O. Box 2412

(Number and Street)

Salt Lake City, Utah 84110

(City and State)

2. Land requested: State

County

T.

: R.

:

Meridian

Parcel No. 627

137524

RECORDED Aug 16 19 73 9:00 A.M.

IN BOOK 49 Oil & Gas PAGE 487

FEES \$7⁰⁰ Anne R. Clark COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Lois & Yvonne Haggerty

Total Area

Acres

3. Land included in lease: State

Wyoming

County

Sublette

T. 30 N : R. 114 W: 6th P.

Meridian

Sec. 18: Lots 1,2, E1/4NW1/4

(Offeror does not fill in this block)

Total Area

158.39

Acres

Rental retained \$ 79.50

4. Amount remitted: Filing fee \$10, Rental \$, Total \$

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born Naturalized Corporation or other legal entity (specify what kind):

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☐ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this day of 19

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By

Assistant Manager, Oil & Gas

(Title)

FEB 8 1967

(Date)

Effective date of lease MAR 1 1967

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).

487

No 210-2315

SEE INSTRUCTIONS
ON REVERSE

4307

I HEREBY OFFER to lease for oil and gas
the following identified parcel of land:

Parcel Number 627 498

State

WYOMING

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

Kathleen Morrison
(Signature of Applicant)

JAN 18 1967

(Date)

KATHLEEN MORRISON

P. O. Box 2412

Salt Lake City, Utah 84110 (Address, include zip code)

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

608060

400391

SUPPLEMENT TO SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations or operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

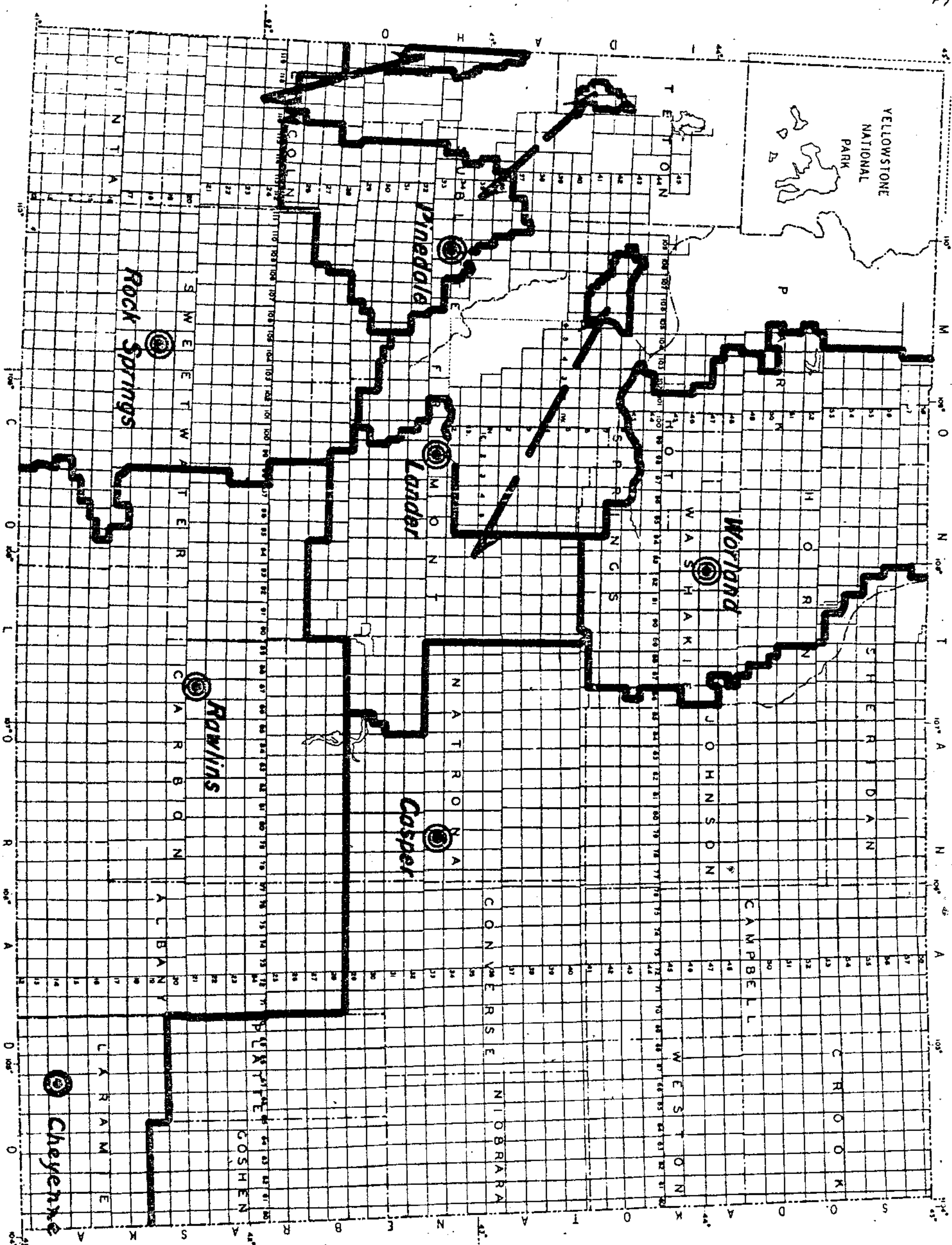
ADDRESSES AND TELEPHONE NUMBERS OF DISTRICT OFFICES

Casper District Office Bureau of Land Management 249 North Wolcott Street Casper, Wyoming, 82601	234-1454
Lander District Office Bureau of Land Management 318 Post Office Building Lander, Wyoming, 82520	332-4220
Pinedale District Office Korfanta Building Pinedale, Wyoming, 82941	367-4471
Rawlins District Office 319 Osborne Building Rawlins, Wyoming, 82301	324-3461
Rock Springs District Office 126 Elk Street Rock Springs, Wyoming, 82901	EM 2-6613
Worland District Office 122 North Seventh Street Worland, Wyoming, 82401	FI 7-4521

608060

400991

WYOMING



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number
W-4307

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

Transcontinent Oil Company
2300 First National Bank Bldg.,
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

In Sublette County, Wyoming
T. 30 N., E. 114 W., 6th P.M.
Sec. 18: Lots 1, 2, 3, 4

Containing 158.39 acres

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage) Three per cent (3%)

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 0%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of November, 1970

Kathleen Morrison
(Assignor's Signature)
Kathleen Morrison

(Assignor's Address)
P.O. Box 2412
Salt Lake City, Utah 84110

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

157525

RECORDED Aug 16 1973 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 493
FEES \$4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [Signature] Deputy

Assignment approved effective 10/1/1971

Date approved DEC 20 1970

By [Signature] (Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

608060 (Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado Corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file **W-0345771 (Nebr.)**
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

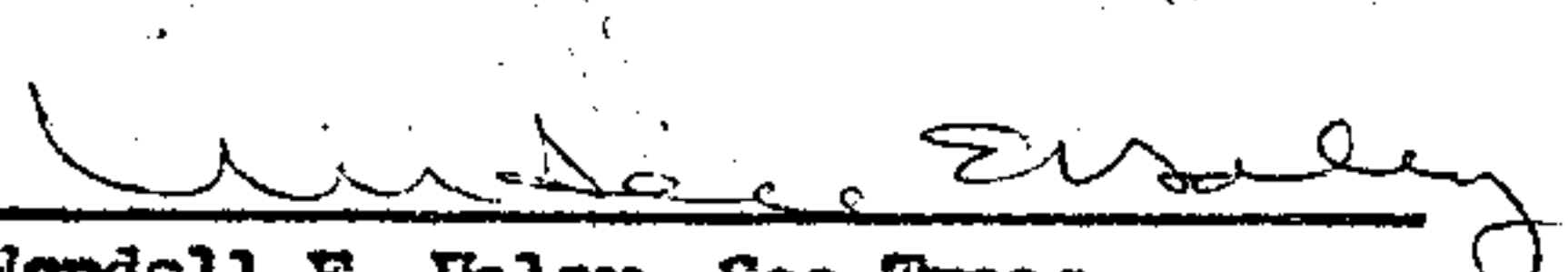
ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

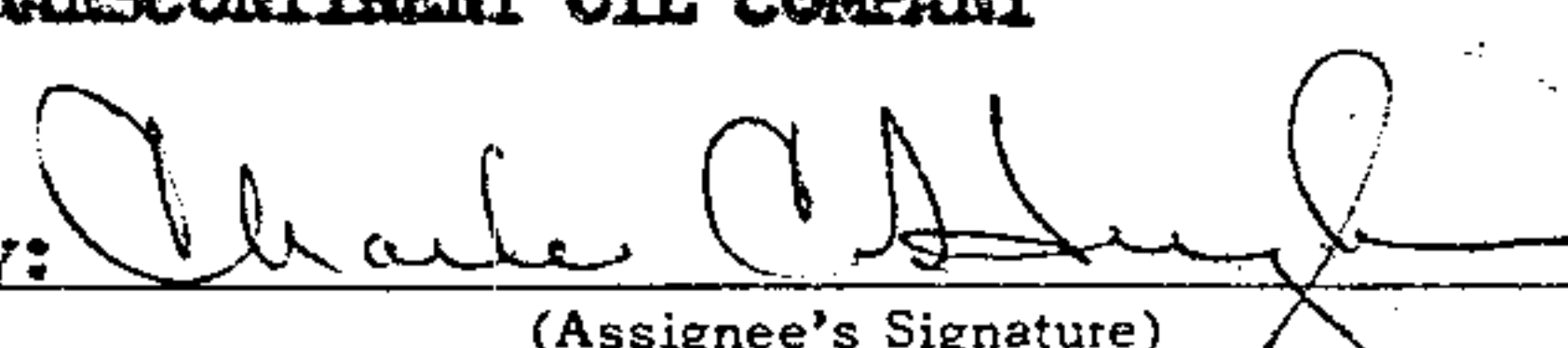
Executed this **7th** day of **December**, 19 **70**.

ATTEST:


Wendell E. Haley, Sec. Treas.

TRANSCONTINENT OIL COMPANY

By:


(Assignee's Signature)
Charles C. Hughes, President
2300 First National Bank Building
Denver, Colorado, 80202
(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
- Qualifications of assignee.** Assignee *must* indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF TEXAS) ss
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public, in and for said county and state, on this 18th day of November, 1970, personally appeared KATHLEEN MORRISON, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
Margaret B. McCordell
Notary Public, residing in Houston, Texas.

My Commission expires
June 1971

If Assignee desires to surrender, let expire, abandon or release all or any of its rights in said lease, or any part thereof, Assignee first shall give Assignor notice thereof at least thirty (30) days prior to the next delay rental date. If, within fifteen (15) days thereafter, Assignee receives written notice from Assignor that Assignor desires an assignment of the interest intended to be surrendered, let to expire, abandoned or released, Assignee thereupon shall execute such assignment and mail same to Assignor. Such assignment shall be made expressly subject to the approval of the Bureau of Land Management and subject to any unitization or other agreement to which such land and lease may then be subject. Assignor thereupon shall have sole and complete liability and responsibility for securing the approval of the Bureau of Land Management to the assignment and for compliance with the provisions of the lease, and of any and all agreements to which it is then subject, as to such assigned leasehold acreage. In the event of any breach of its obligations hereunder, there shall be no liability on the part of the Assignee.

Initialed for Identification
KM

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 4307

TO BE FILED IN BY LAND OFFICE

Effective Date of Base Lease

3-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 18: Lots 1, 2, E/2 NW/4
Containing 158.39 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10 day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By: R. D. Cypher
(Assignor's Signature)

R. D. Cypher, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

137526

SAME LAND DESCRIPTION AS ITEM 1

RECORDED	aug 16	19 73	9:02 A M
IN BOOK	49 Oil & Gas	PAGE	496
FEEES \$	4.00	Aune R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Louis J. Yake Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date)

NOTE: This form may be reproduced provided that the copies be made on one sheet of both sides of the form in accordance with the provisions of 43 CFR 3128.2. REPRODUCED BY SUN OIL COMPANY, P.O. BOX 2039, TULSA, OKLA. 74102

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**

1973

R. E. Puckett

(Assignee's Signature)

215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* *must* be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
3. *Statement of interests.* Assignee *must* indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 10, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared R. D. CYPER known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Ray K. Smith
Notary Public in and for said State

My commission expires:

1-12-74))

Serial No. W-4307

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) March 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 30 North, Range 114 West, 6th PM

Section 18: Lots 1,2, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sublette County, Wyoming

Containing 158.39 acres, more or less

(This assignment is subject to an overriding royalty of 3% of 8/8ths and a reassignment clause (30 days), both in favor of Kathleen Morrison, Box 2412, Salt Lake City, Utah 84110, and to a reassignment clause (45 days) in favor of Transcontinent Oil Company, 2300 First Nat'l Bank Bldg., Denver, Colorado 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities as described above)

(This assignment is also subject to the reassignment clause attached herewith and made a part hereof)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) One Per Cent of Eight-Eighths (1% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three Per Cent of Eight-Eighths (3% of 8/8ths)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973.


(Assignor's Signature)

R. E. Puckett

215 Security Life Building

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 19 73 9:00 A
IN BOOK 49 042 PAGE 449
FEES \$ 4.00 Aune R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective JUL 1 1973

By 
(Authorized Officer)

Chief, Oil &
Gas Section
(Title)

AUG 8 1973
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3105

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____,

19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1973, personally appeared R. E. Puckett

and

_____ to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he _____ duly executed the same as his _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7/26/76

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required road, as well as the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item I — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTForm number 4-1158
Budget Bureau No. 42-3590-4Office WyomingSerial No. W 3784Fill in on typewriter
or print plainly in ink
and sign in ink.OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs. **Viola J. Kirkwood**
1. Miss

(First Name, Middle Initial, Last Name)

P. O. Box 1706

(Number and Street)

Casper, Wyoming 82601

(City and State)

2. Land requested: State _____ County _____ T. _____ : R. _____ : _____ Meridian

137528

Parcel No. 547

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 O & L PAGE 502
FEES \$ 7.00 Ann K. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By L. J. Gabe Deputy

Total Area

Acres

3. Land included in lease: State Wyoming County Sublette T. 30N : R. 114W : 6th P. Meridian

Sec. 17: NW $\frac{1}{4}$ Sec. 18: NE $\frac{1}{4}$ Sec. 19: N $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$

(Offeror does not fill in this block)

Total Area 520.00 Acres Rental retained \$ 260.00

4. Amount remitted: Filing fee \$10, Rental \$ _____, Total \$ _____

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind): _____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☐ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this _____ day of _____, 19____

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing officer)

Effective date of lease

FEB 1 - 1967ASSISTANT MANAGER, OIL & GAS

(Title)

(Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS 608061

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false or fraudulent statements or representations in any matter within its jurisdiction.

No. 200-4554

SEE INSTRUCTIONS
ON REVERSE

503
I HEREBY OFFER to lease for oil and gas
the following identified parcel of land:

3784 Parcel Number 547
State Wyoming

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

Thos J. Gurnea
(Signature of Applicant)

December 22, 1966
(Date)

P. O. Box 1706, Casper, Wyoming 82601

(Address, include zip code)

DO NOT DETACH

SEC. 5. The Inspector.

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(5) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this act.

(1) **Nondiscrimination Clauses.**—In connection with the performance of work under this contract, the lessee agrees as follows:

(m) Assignment of oil and gas lease or interest therein.—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(c) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations hereafter, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

A. GENERAL INSTRUCTIONS

receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

Approximation applies, must not exceed 2,560 acres or be less than 0.001 acre or the equivalent of a section except as provided in 43 CFR 2.242 (d). All of the land must be within a 6-mile square or an area of 36 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 168.42.

Item 2.—Total area of land requested should be shown in acres in area provided at bottom of Item 3. That area, except where the rule of approximation applies, must not exceed 2,560 acres or less than 40 acres or the equivalent of a section except as provided in 43 CFR 2.42 (d). All of the land must be within a 6-mile square or an area 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

On the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The \$10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect offeror's priorities with respect to the land requested, it is important that the offeror file the offer as soon as possible.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

SEC. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued abstinence of the lessee and his surety to make payment of all accrued rentals and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and those officers, agents, employees of the Government, or of the Department of the Interior, except as provided in Sec. 433 C. U. S. C. 44 (1) (1) shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22), and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of \$1.50 an acre on all the leased land as the yearly rental on such

shows: 4-21b Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4-467 Lands potentially irrigable; 4-467 (a) Lands within the flow limits of a reservoir; 4-467 (b) Lands within the drainage area of a constructed reservoir; 4-1223 Lands withdrawn for power purposes; and 4-1283 Wildlife

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties

WSO 1510-5

(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

608061

000880

WSC: 3122-3
 (Jan 65)
 (Formerly WSO-F-275)

SUPPLEMENT TO SEC. 2(q) OF OIL AND GAS LEASE
 PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations or operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESSES AND TELEPHONE NUMBERS OF DISTRICT OFFICES

Casper District Office
 Bureau of Land Management
 249 North Wolcott Street
 Casper, Wyoming, 82601 234-1454

Lander District Office
 Bureau of Land Management
 318 Post Office Building
 Lander, Wyoming, 82520 332-4220

Pinedale District Office
 Korfanta Building
 Pinedale, Wyoming, 82941 367-4471

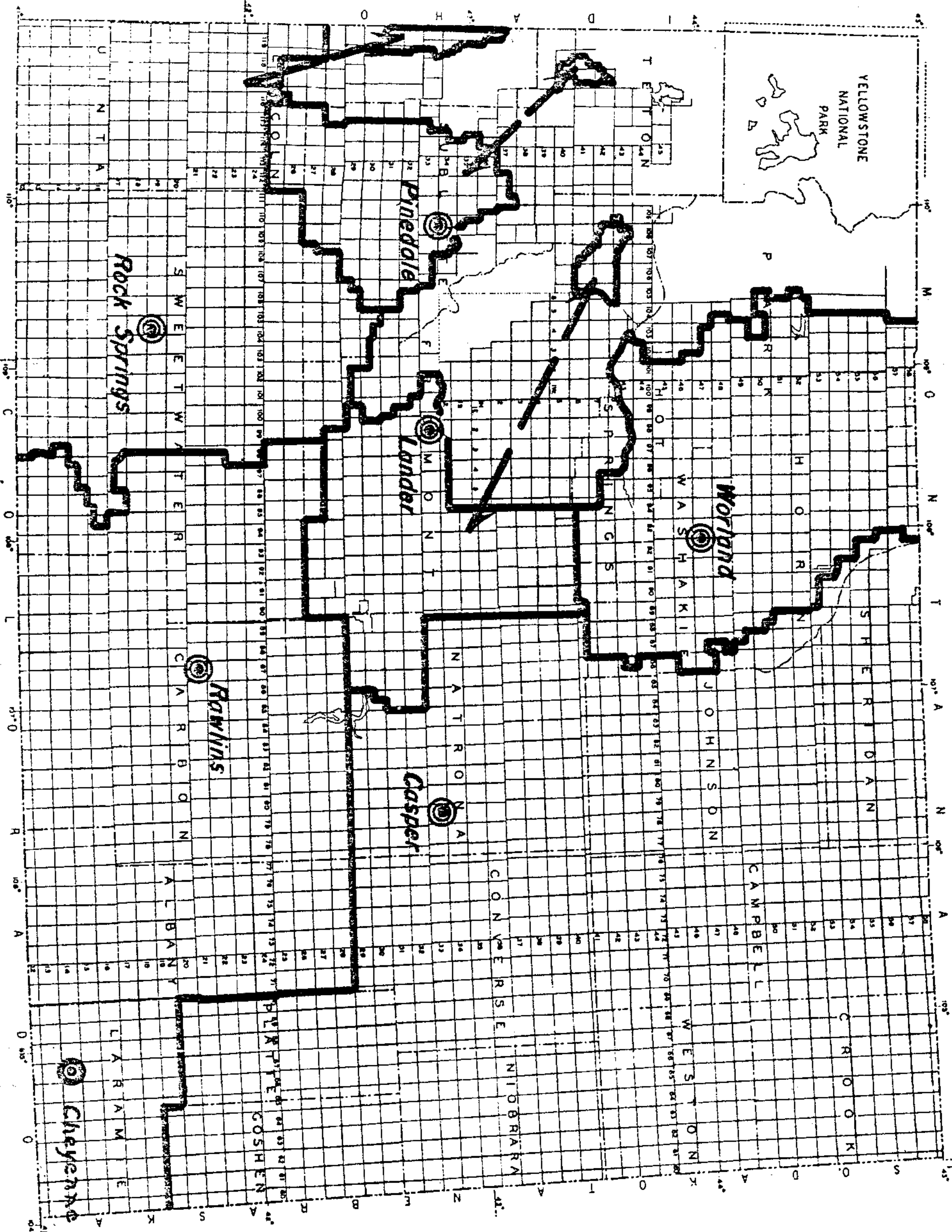
Rawlins District Office
 319 Osborne Building
 Rawlins, Wyoming, 82301 324-3461

Rock Springs District Office
 126 Elk Street
 Rock Springs, Wyoming, 82901 EM 2-6613

Worland District Office
 122 North Seventh Street
 Worland, Wyoming, 82401 FI 7-4521

608061

WYOMING



Form 3120-13
(December 1968)

KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

11-3704

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

2-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **Transcontinent Oil Company**
Street **First National Bank Building**
City **Denver, Colorado**
State **80202**
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 30 N, R 114 W, 6th P.M.

Section 17: NW $\frac{1}{4}$

Section 18: NE $\frac{1}{4}$

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sublette County, Wyoming

Containing 520.00 acres, more or less.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

Three Percent of 8/8ths (3%)

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16 day of November, 19 70

Viola J. Kirkwood
(Assignor's Signature)

P. O. Box 1706
(Assignor's Address)

Viola J. Kirkwood

Casper, Wyoming 82601

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

137529

RECORDED	<u>Aug 16</u>	19 <u>73</u>	<u>9:00 A</u> M
IN BOOK	<u>49 O + G</u>	PAGE	<u>508</u>
FEEES \$	<u>4.00</u>	<u>anne R Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective DEC 1 - 1970

Date approved DEC 1 - 1970

By R. R. Locks
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

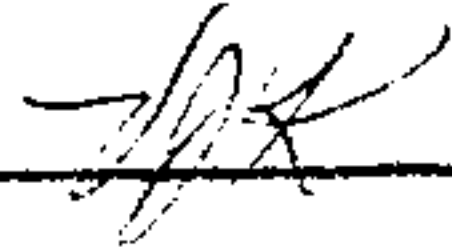
ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

THE FOLLOWING CLAUSE IS MADE A PART OF THIS INSTRUMENT

509

c. In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. In the event Assignee assigns said lease, in whole or in part, Assignee herein shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.



REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. W-0345777 (Hebr)

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this 18th day of November, 1970

ATTACHED:

Wendell H. Ealey, Sec. - Treas.

TRANSCONTINENTAL OIL COMPANY

By:

(Assignee's Signature)

Charles C. Hughes, President
2300 First National Bank Building
Denver, Colorado 80202

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTZEL BLUE PRINT CO Form 3120-13
134 N. CENTER
CASPER, WYOMING

STATE OF Wyoming }
COUNTY OF Natrona } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

16th

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of November, 1970, personally appeared Viola J. Kirkwood

and

to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this day and year last above written.

My Commission Expires February 21, 1972

Sharon Helgans, Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 3784

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

2-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 17: NW/4
Section 18: NE/4
Section 19: N/2 NE/4, SE/4 NE/4, E/2 NW/4
Containing 520.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%
3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
NONE

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)
Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10 day of April, 1973
SUN OIL COMPANY (DELAWARE)

By: R. D. Cypher, Attorney in Fact
(Assignor's Signature) p67

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039
(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

137530

SAME LAND DESCRIPTION AS ITEM 1

RECORDED	Aug 16	19 73	9:00 A.M.
IN BOOK	49 8-4	PAGE	511
FEES \$4.00	Anna R. Clark	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By: David J. Clark, Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By: [Signature]
(Authorized Officer)
Chief, Oil &
Gas Section
(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date) 608661

NOTES: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of the form in accordance with the provisions of 43 CFR 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

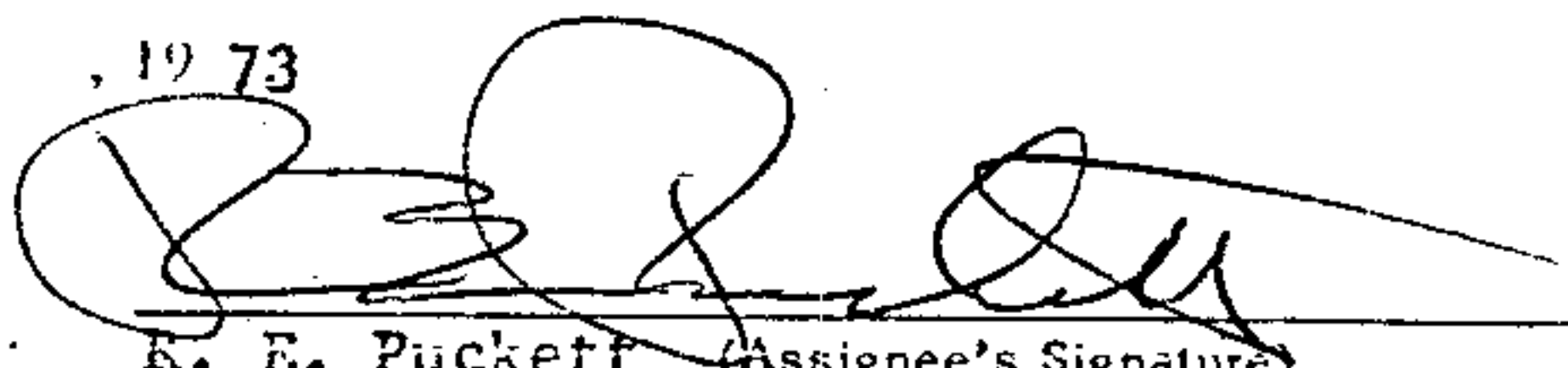
Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April

19 73



R. E. Puckett (Assignee's Signature)

215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On April 10, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared R. D. CYHER known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

My commission expires:

1-14-76

Ray K. Smith
Notary Public in and for said State

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

514

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-3784

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

1. Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) February 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to Township 30 North, Range 114 West, 6th P.M.

Section 17: NW $\frac{1}{4}$
Section 18: NE $\frac{1}{4}$
Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
containing 520.00 acres, more or less
in Sublette County, Wyoming

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

an overriding royalty of 3% of 8/8ths and a reassignment clause of 30 days, both in favor of Viola J. Kirkwood of Box 1706, Casper, Wyoming 82601; and subject to a reassignment clause of 45 days in favor of Transcontinent Oil Company of 2300 First National Bank Bldg., Denver, Colorado 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as above described) RCB

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 1% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 19 73

R. E. Puckett (Assignor's Signature)

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

187531

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	Aug 16	19 73	9:00 A M
IN BOOK	49	By G	PAGE 514
FEE \$	4.00	and R Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JUL 1 1973

By [Signature]
(Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

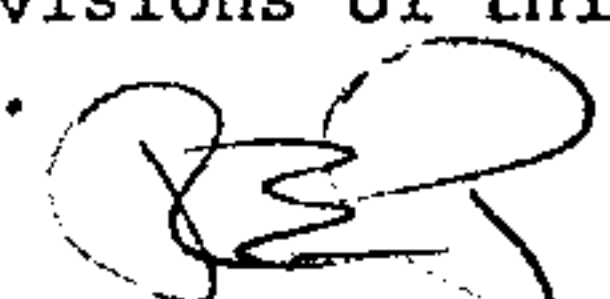
(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

CLAIMANT

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 19 73, personally appeared R. E. Puckett

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed the same as _____ his _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required road, as well as the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102)

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-7398



LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

S. A. Chorney
• P. O. Box 239
Casper, Wyoming 82601

Name
Street
City
State
ZIP Code

W 7999
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: **Parcel No. 647**

T. 30 N., R. 114 W., 6th Prin. Mer., Wyoming

Sublette County

Sec. 5: $W\frac{1}{2}SW\frac{1}{4}$
Sec. 7: $NE\frac{1}{4}$
Sec. 8: $NE\frac{1}{4}, N\frac{1}{2}NW\frac{1}{4}$

137532

RECORDED	<u>Aug 16</u>	19 <u>73</u> <u>9:00 A</u> M
IN BOOK	<u>49 O & G</u>	PAGE <u>517</u>
FEES \$	<u>6.00</u>	<u>Quinn R. Clark</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

By Luis Delgado Deputy

Containing a total of 480.00 acres

Annual Rental. \$ 240.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1967

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signature of Signing Officer)

AUG 10 1967

(Date)

ASSISTANT MANAGER, OIL & GAS
(Title)

608062

No. 226- 8816

SEE INSTRUCTIONS
ON REVERSE

7999

I HEREBY OFFER to lease for oil and gas
the following identified parcel of land:

Parcel Number 647

State WYOMING

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.



(Signature of Applicant)

MAY 19 1964

(Date)

S. A. CHORNEY

P. O. Box 239

-(Address, include zip code)
DO NOT DETACH

Casper, Wyoming 82601

406989

Section 1. Rights of lessee.—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) **Bonds.**—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond is furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.
(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(5) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(6) **Contract for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of such arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(7) **Surface operations.**—At such times and in such manner as the Secretary of the Interior may determine, to furnish a detailed statement of the operations and a record of all products removed

and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) **Equal Opportunity clause.**—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey, and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) **Prevention of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily (1) causing or contributing to soil erosion or damaging any forage and timber growth thereon

(2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Deliver premises in case of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements of rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) **Taking of royalties.**—All rights, pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. Drilling producing restrictions.—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. Heirs and successors-in-interest.—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. Unlawful interest.—It is also further agreed that no member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN REPLY REFER TO:
WY-7398

923b

FILE
D.E.T.

Serial Number

W 7999

NOTICE OF BOND REQUIREMENT

The above-numbered oil and gas lease embraces lands, in whole or in part, as indicated below which were patented subject to a reservation of the oil and gas therein to the United States under the Act of July 17, 1914 (38 Stat. 509; 30 U.S.C. 121).

☐ All of the lands ☒ Part of the lands described as follows:

T. 30 N., R. 114 W., 6th Prin.Mer, Wyoming

Sec. 7: NE $\frac{1}{4}$

THIS BOND IS NOT REQUIRED UNTIL CONTEMPLATED ENTRY ON THE LAND.

THIS BOND IS NOT REQUIRED UNTIL CONTEMPLATED ENTRY ON THE LAND.

You are hereby notified that in accordance with 43 CFR 3126.1(b) a bond in the amount of \$1,000 *must* be filed in this office on Form 3106-1 (copy enclosed) for the protection of surface owners prior to any entry on the lands indicated above under authority of this lease. Failure to furnish the bond when required may result in cancellation of the lease.

Enclosure

608062

400039

52/

WY-7398



Form 3106-1
(January 1965)
(formerly 4-208g)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BOND OF OIL AND GAS LESSEE
Act of February 25, 1920 (41 Stat. 437), as amended

Bond Number

Land Office and Serial Number

KNOW ALL MEN BY THESE PRESENTS, That we,

of

as principal,

and

of (give surety's home address)

as surety, are held and firmly bound unto the United States of America in the sum of

dollars (\$), lawful money

of the United States, for the use and benefit of (1) the United States; and (2) any entryman or patentee or surface owner of any portion of the lands covered by the lease bearing the above serial number who is entitled by law to compensation in connection with a reservation of the oil and gas deposits to the United States, for which payment, well and truly to be made, we, by these present bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, upon the following conditions, viz:

The conditions of this obligation are such that, whereas the said principal has been granted the above lease upon the lands described therein and upon conditions therein expressed; and

WHEREAS, the surety waives any right to notice of, and agrees that this bond shall remain in full force and effect, notwithstanding:

1. Any assignment or assignments of an undivided interest in any part or all of the lands in the lease, in which event the assignee or assignees shall be considered to be coprincipal or coprincipals on this bond as fully and to the same extent as though his or their duly authenticated signatures appeared thereon.

2. Any assignment of some of the lands described in the lease, the bond to remain in full force and effect only as to the lands retained in the lease.

3. Any extension of the lease term, or any modification of the lease, or obligations thereunder, whether made or

effected by commitment of the lease to any unit, cooperative, communitization or storage agreement, or development contract, suspension of operations or production, waiver, suspension or change in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise.

NOW, THEREFORE, if the said principal, his heirs, executors, administrators, successors, or assigns shall fully comply with all of the terms and conditions of said lease or any extension thereof authorized by law, use all reasonable precautions to prevent damage to the land, leave the premises in a safe condition upon the termination of said lease, and compensate the entryman or patentee or surface owner, if any, for damages to the land as by law required, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed with our hands and sealed with our seals this

day of

, 19

Signed, sealed, and delivered in presence of

NAMES AND ADDRESSES OF WITNESSES

(Principal) [L. S.]

(Surety) [L. S.]

By _____

608062

(Address of Surety's Agent)

GPO 847-379

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 7999

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

9-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Section 5: W/2 SW/4

Section 7: NE/4

Section 8: NE/4, N/2 NW/4

Containing 480.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Three and one-half percent (3½%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 1973
SUN OIL COMPANY (DELAWARE)

By: V. L. Smith
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039
(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

*Lease extended under 43 CFR 3128.5 to and including
(date)

137533

RECORDED	Aug 16	19 73	9:00 AM
IN BOOK	49	04	8
FEE \$	4.00		
COUNTY CLERK			
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lis Hake Deputy

By Wm. W. Hancock
(Authorized Officer)
Chief, Oil &
Gas Section

(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this form in accordance with the provisions of 43 CFR 3128.2
REPRODUCED BY SUN OIL COMPANY (TULSA, OKLAHOMA 74102)

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**

1973

R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

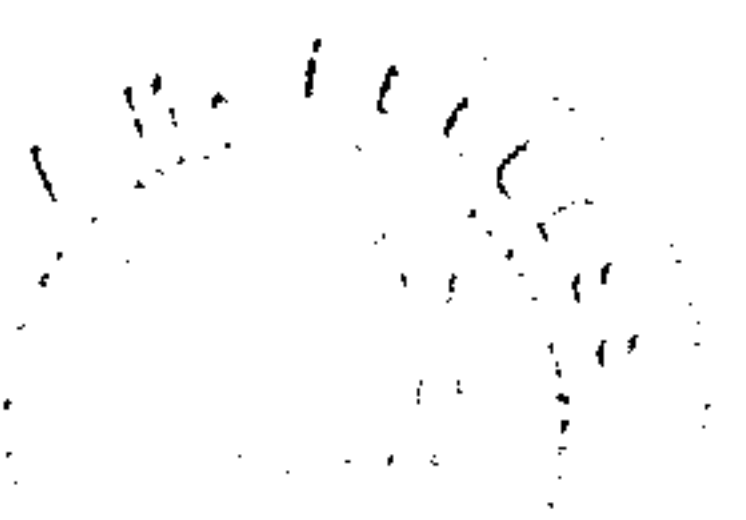
INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA) ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.


Alma M. Boggess
Notary Public in and for said State

My commission expires:

APR 23 1974

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) September 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 30 North, Range 114 West, 6th PM

Sublette County, Wyoming

Section 5: W $\frac{1}{2}$ SW $\frac{1}{2}$

Section 7: NE $\frac{1}{4}$

Section 8: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

(This assignment is subject to an overriding royalty of 3 $\frac{1}{2}$ % of 8/8ths and a reassignment clause (30 days), both in favor of S. A. Chorney, Box 2339, Casper, Wyoming 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above.)

Containing 480.00 acres, more or less

(This assignment is also subject to the reassignment clause attached herewith and made a part hereof)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? above None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions: specify percentage.) One Per Cent of Eight-Eighths (1% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three and One-Half Per Cent of Eight-Eighths (3 $\frac{1}{2}$ % of 8/8ths)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 19 73


(Assignor's Signature)

215 Security Life Building
(Assignor's Address)

R.E. Puckett

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

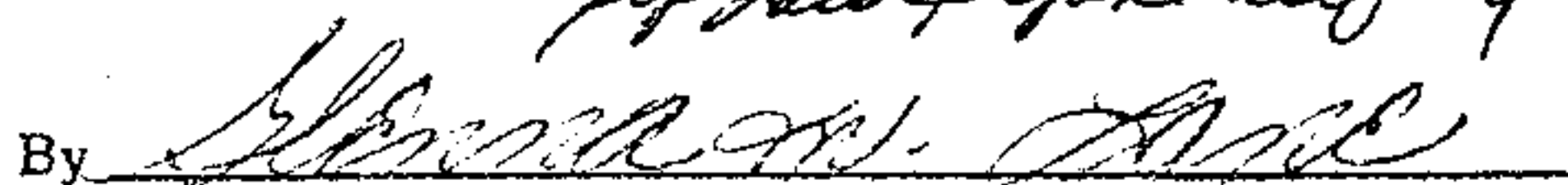
THE UNITED STATES OF AMERICA 137534

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 490 + 4 PAGE 525
FEES \$ 4.00 Anne Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Assignment approved effective JUL 1 1973

By 
(Authorized Officer)

Chief, Oil & Gas Section AUG 8 1973
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

A handwritten signature, possibly "REP", is written over a horizontal line.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT.

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 10th day of

, 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th
day of May, 19 73, personally appeared R. E. Puckett

and to me known to be the identical person, described in and who executed the within
and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 7/26/76

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annuities and rental and maintenance of any required road, as well as the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

- A. Certification of assignee
3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by others or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTForm approved
Budget Bureau No. 42-R-534Office **W-5092**

Serial No. _____

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs.
1. Miss

(First Name, Middle Initial, Last Name)

Please notify the
signing officer of any
change of address.

(Number and Street)

(City and State)

2. Land requested: State _____ County _____ T. _____ R. _____ Meridian _____

2,500 A. 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 307

Section 1. Rights of discovery.—The lease is granted the exclusive right and authority to search for, mine, extract, remove, and dispose of all oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereon, all works, buildings, plants, waterways, roads, pipelines, or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lease agreement.

(a) **Duration.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of 15 per cent annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the law a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained on such lease. (5) To furnish a bond in that amount to be accepted. (6) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the Secretary may permit.

(b) **Cooperation or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessee, or lands of the United States leased at a lower royalty rate, or as to which the royalty and rentals are paid into different funds than those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessee in full each month for the estimated loss of royalty through drainage to the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allocations affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessee in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
(1) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 90 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the leased lands, \$2 per acre or fraction of an acre.

(2) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessee in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) of this section.

Royalty on production.—To pay the lessee 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on oil or gas, natural gas, and other products produced from the leased lands, due consideration being given to the highest price paid for a barrel of oil or a unit of production of like quality in the same field, to the price received by the lessee, to costs incurred, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessee, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessee, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced, or be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended, or reduced and royalties on the entire leasehold or any portion thereof aggregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulations 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gas, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease.

visions of this lease, including, but not limited to, provisions relating to gas waste, testing royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(2) **Statements, plans and reports.**—At such times and in such form as the lessee may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plan showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(3) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessee or all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessee when required. All information obtained under this paragraph, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(4) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(5) **Diligence, protection of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessee; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee, all reasonable orders of the lessee relative to the matters in this paragraph, and that on failure of the lessee to do the lessee shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(6) **Taxes and wages, freedom of purchase.**—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(7) **Non-discrimination clause.**—In connection with the performance of work under this contract, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this non-discrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the non-discrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the lessee may be debarred ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other actions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided*, however, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(8) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessee any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(9) **Pipeline to purchase or convey of reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gas, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (51 Stat. 913, 30 U. S. C. sec. 351).

(10) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(11) **Reserved or segregated lands.**—If any of the land included in the lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be incidentally the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(12) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements or leases; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessee may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(13) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(14) **Delivery premises in case of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor's receipt.

(a) **Receipts and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lease in the extraction and removal of the oil and gas thereon, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to section 1 of the act, as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessee elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessee at any point on the leased premises in the manner required by the lessee as the lessee may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessee further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) **Taking of royalty.**—All rights pursuant to section 35 of the act, to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. Drilling and producing restrictions.—It is agreed that the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After consultation, the Secretary of the Interior or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 8. Heirs and successors-in-interest.—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. sec. 23) and Acts 431, 432 and 433, Title 18 U. S. C. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filed in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in deposits of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in triplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(b). If less than five copies are filed, the offer will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 1-1133, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the original lease and the lease term will be the same as though the omitted land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the lease. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignor. In other instances assignments of the offer will be approved prior to the issuance of a lease for the lands or interests covered by the assignment.

9. The offeror shall comply with all applicable laws and regulations relating to the offer.

requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 840 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of rental is within the purview of paragraph 43 CFR 192.42(a) (4) (ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e) (4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (6) (a) and (5) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 840 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a \$10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The \$10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes acreage to be included in a separate section, the exact acre of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the lease is issued in whole or in part, the rental received for the parts withdrawn will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of \$1.50 an acre on all the leased land as the yearly rental on such lands is \$2 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the offeror executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 6 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-218 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4-467 Lands potentially irrigable; 4-467 (a) Lands within the drainage area of a constructed reservoir; 4-467 (b) Lands within the drainage area of a constructed reservoir; 4-1223 Lands withdrawn for power purposes; and 4-1233 Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (e).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by mines and homestead or protracted surveys and approximate legal subdivisions.

Item 5.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be filed by them and the offeror, setting forth the nature and extent of the interest of each, the nature of the relationship between them if any, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such interest.

10. The offeror shall comply with all applicable laws and regulations relating to the offer.

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

608063

101-22

SUPPLEMENT TO SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2 (q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations or operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

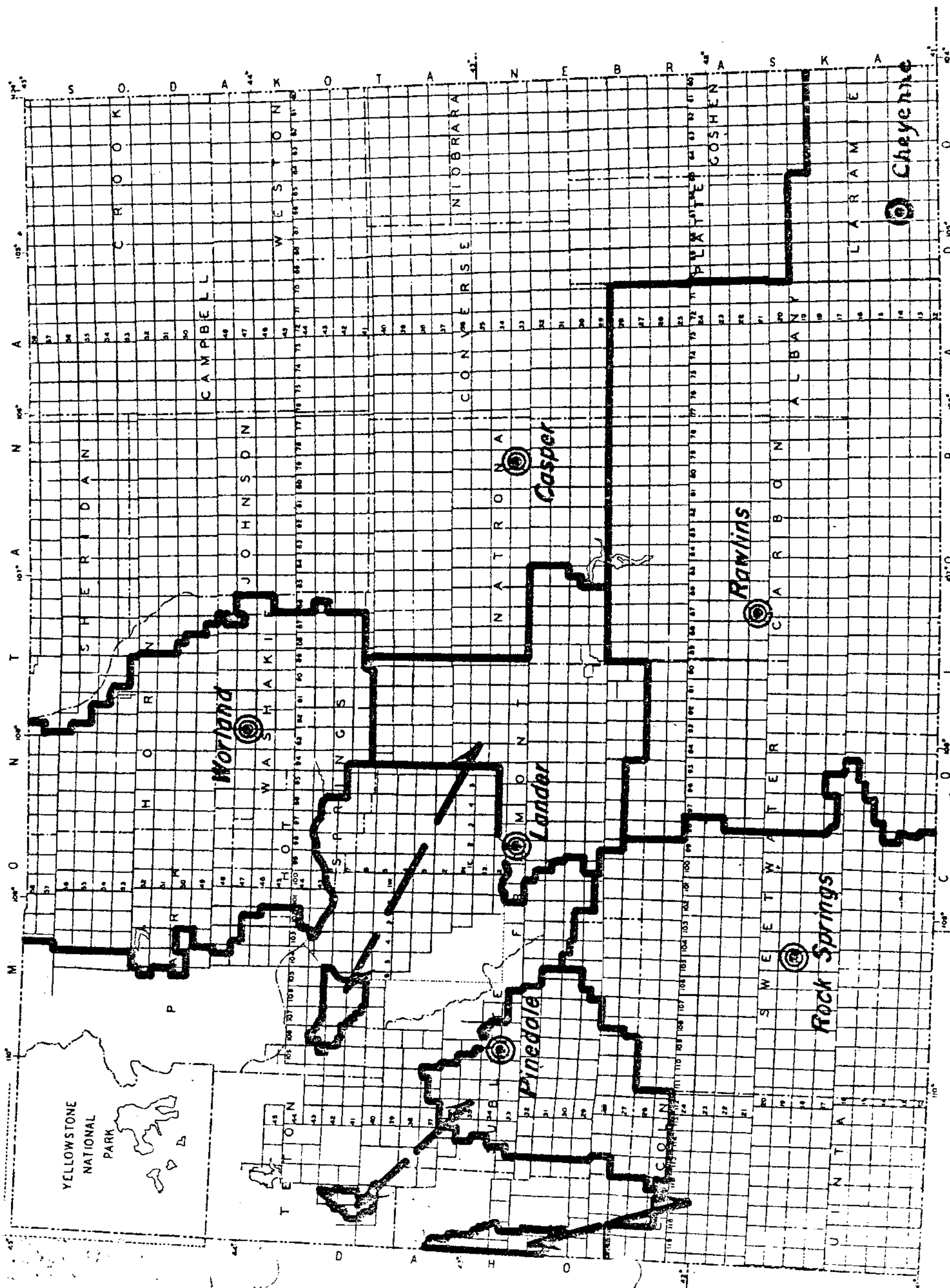
ADDRESSES AND TELEPHONE NUMBERS OF DISTRICT OFFICES

Casper District Office Bureau of Land Management 300 North Center Street Casper, Wyoming 82601	265-4310
Lander District Office Bureau of Land Management 431 Main Street Lander, Wyoming 82520	332-4220
Pinedale District Office Korfanta Building Pinedale, Wyoming 82941	367-4471
Rawlins District Office Suite 22, Osborne Building Rawlins, Wyoming 82301	324-3461
Rock Springs District Office 126 Elk Street Rock Springs, Wyoming 82901	362-6613
Worland District Office 1700 Robertson Avenue Worland, Wyoming 82401	347-3213

608063

401321

WYOMING



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

Wyoming 5092

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

May 1, 1967

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

(name)

Raymond Chorney

(address)

P. O. Box 144

Casper, Wyoming 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M.

Section 28: S $\frac{1}{2}$

Containing 320.00 acres, more or less

Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

none

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) none

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21 day of July, 19 71

Esther Chorney
(Assignor's Signature)

ESTHER CHORNEY
P. O. BOX 391
CASPER, WYOMING 82601
S. S. # 021-18-8917

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA
137536

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED	Aug 16	19 73	9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE	533
FEES \$	4.00	done R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois J. Clark Deputy

Assignment approved effective AUG 1 1971

Date approved AUG 1 1971

By *Clara M. Lane*
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

533

FOR CLAIMANT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

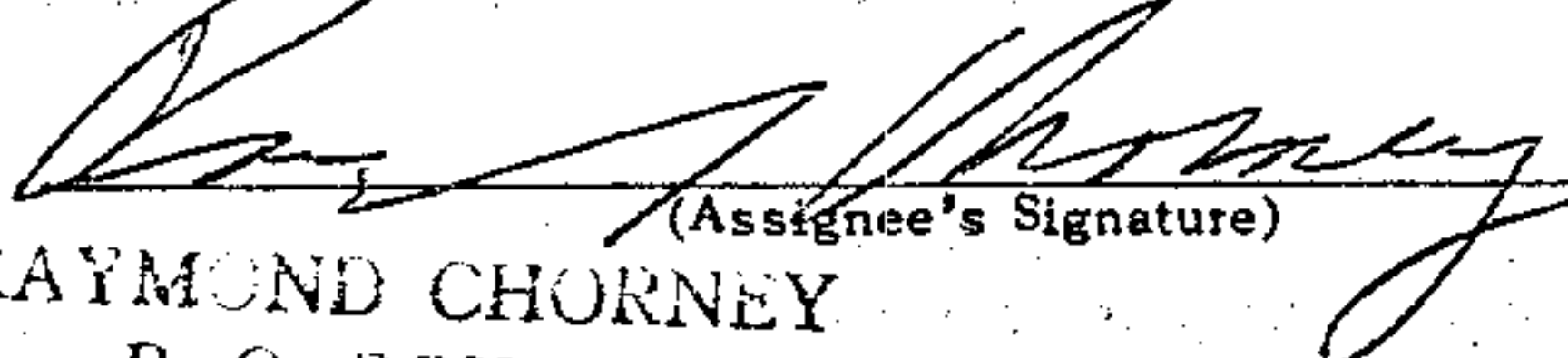
Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this 23 day of July 19 71

19 71


(Assignee's Signature)

RAYMOND CHORNEY

P. O. BOX 144

(Address)

CASPER, WY

with acknowledgment added

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120-13
(August 1964)
(formerly 4-1175)

STATE OF Wyoming

COUNTY OF Natrona

ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21 day of July 19 71, personally appeared Esther Chorney

and _____, to me known to be the identical person..., described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

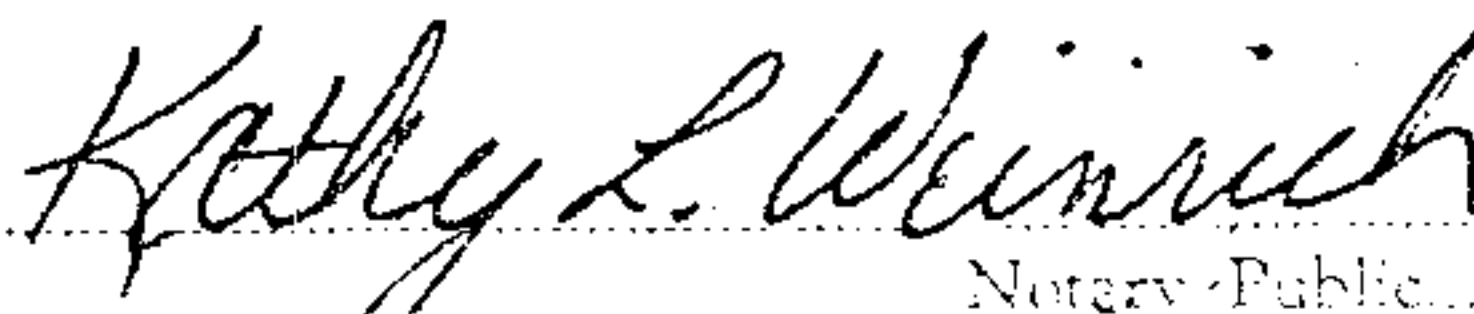
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

KATHY L. WEINRICH - Notary Public

My Commission Expires _____ County of _____ State of _____

Wyoming

My Commission Expires Mar. 28, 1972


Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 5092

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

5-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name R. E. Puckett
Street 215 Security Life Bldg.
City 1616 Glenarm Pl.
State Denver, Colorado 80202
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 30 North, Range 114 West, 6th P.M. Sublette County, Wyoming
Section 28: S₁
Containing 320.00 acres m/l

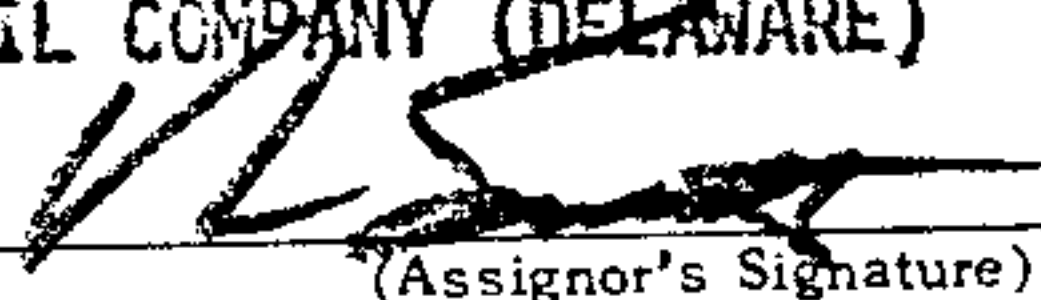
This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%
3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions: specify percentage) None
- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 3% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2 day of April, 19 73
SUN OIL COMPANY (DELAWARE)

By: 
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137537

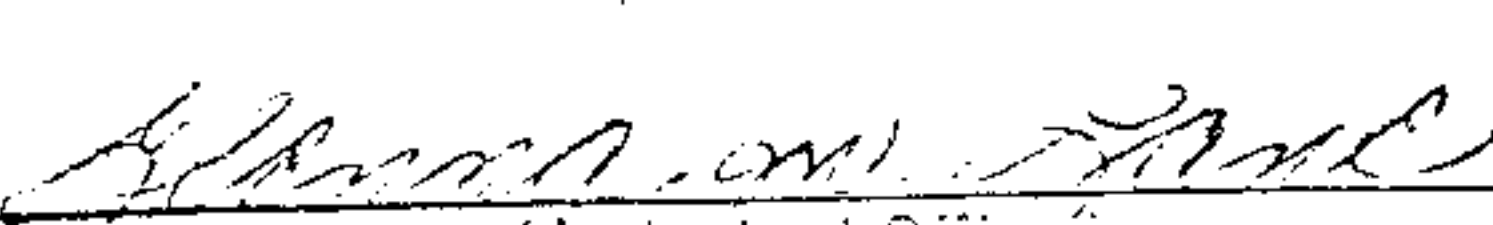
Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

MAY 1 1973

Assignment approved effective

Date approved MAY 17 1973

By: 
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date) 608263

Chief, Oil &
Gas Section (Title)

NOTES: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

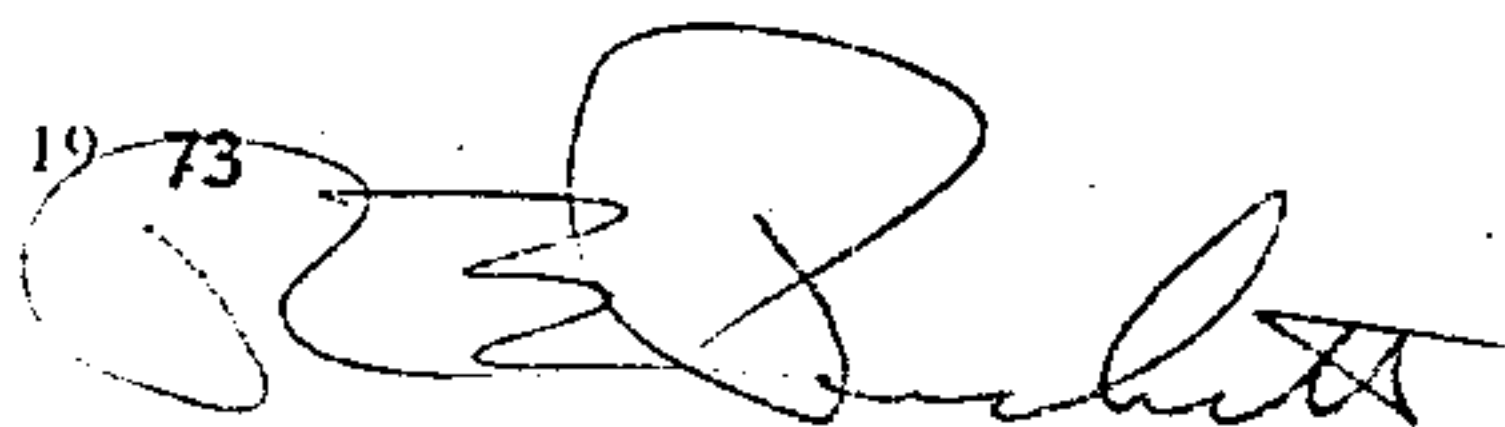
Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 11th day of April

1973



(Assignee's Signature)

R. E. Puckett

215 Security Life Building
Denver, Colorado 80202

(Address)

INSTRUCTIONS

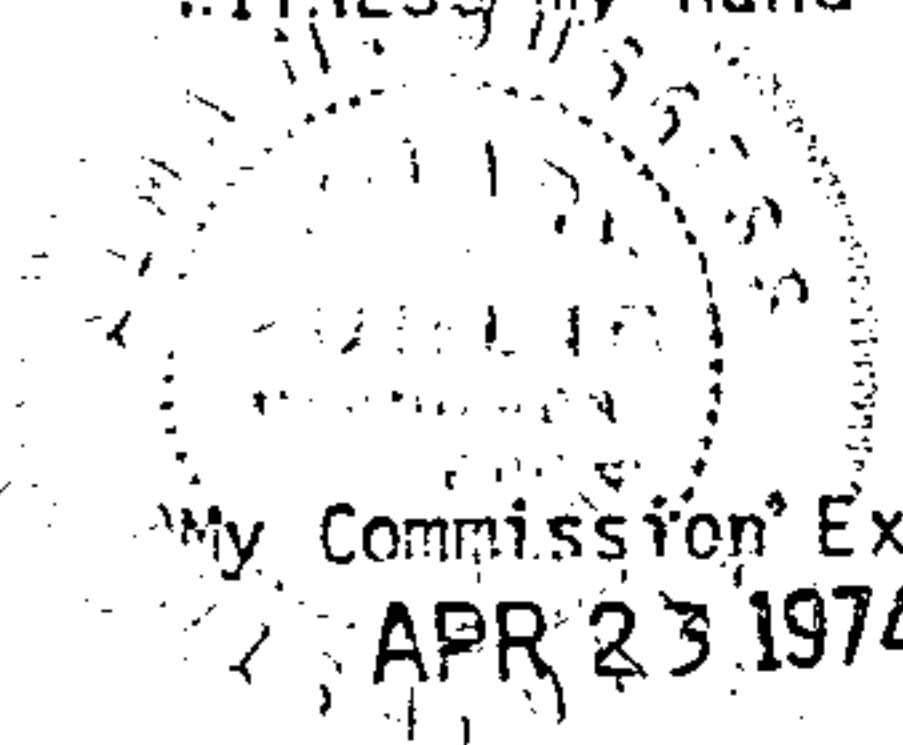
- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMACOUNTY OF TULSA

On April 2, 19 73, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

A circular notary seal for the State of Oklahoma, Tulsa County, is partially visible on the left side of the page. It contains the text "NOTARY PUBLIC STATE OF OKLAHOMA" and "TULSA COUNTY".
Glenn M. Boggess
Notary Public in and for said State

My Commission Expires:
APR 23 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART IAMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202FORM APPROVED
OMB NO. 42-R1599

Serial No. W-5092

LAND OFFICE USE ONLY

New Serial No

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) May 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 30 North, Range 114 West, 6th PM

Section 28: S $\frac{1}{2}$

Containing 320.00 Acres, more or less

(This assignment is also subject to the reassignment clause attached herewith and made a part hereof)

Sublette County, Wyoming

(This assignment is subject to an overriding royalty of 3% of 8/8ths and a reassignment clause (30 days), both in favor of Raymond Chorney, Box 144, Casper, Wyo. 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities as described above)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

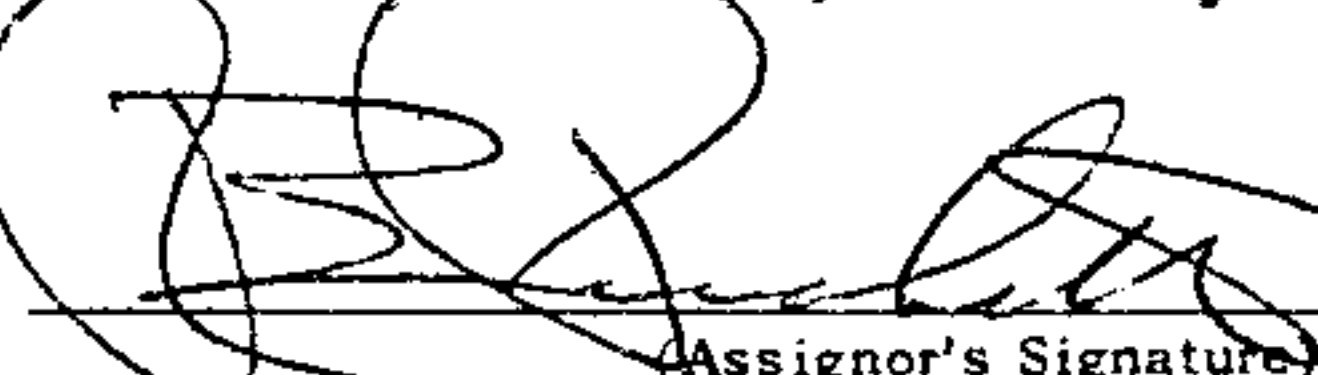
5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) One and One-Half Per Cent of Eight-Eighths (1 $\frac{1}{2}$ % of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three Per Cent of Eight-Eighths (3% of 8/8ths)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 19 73


(Assignor's Signature)

R. E. Puckett

215 Security Life Building

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

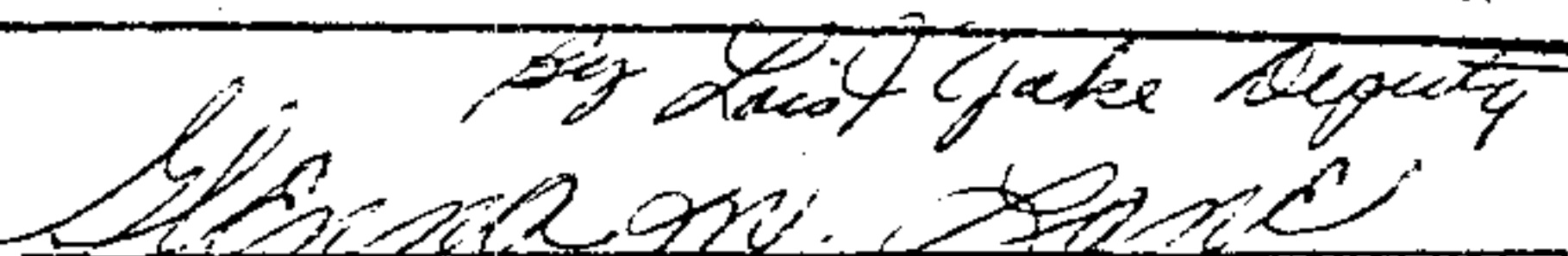
THE UNITED STATES OF AMERICA 137538

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 O & G PAGE 538
FEES \$ 4 Ann R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective JUL 1 1973

By 

(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

AUG 8 1973

(Date)

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

A handwritten signature, possibly reading "REF", is written over a horizontal line.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th
day of May, 19 73, personally appeared R. E. Puckett

and

to me known to be the identical person described in and who executed the within
and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7/26/76

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102)

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

• Nora N. Cotton
1507 W. Davies Place
Littleton, Colo. 80120

Name
Street
City
State
Zip Code

W 26862

(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands herein described contain a known geological oil, gas, or geothermal oil or gas field as of the date of signing hereof by the authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #258 State: Wyoming County: Sublette

T. 31 N., R. 114 W., 6th Prin. Mer.
Sec. 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

U.S. Geological Survey
lease to be recorded in the
Sublette Co. Clerk of State Records

Containing a total of	120.00	acres	Annual Rental \$ 60.00
-----------------------	--------	-------	----------------------------------

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: January 1, 1971

THE UNITED STATES OF AMERICA

By Thomas W. Lane
(Signature of Signing Officer)

Acting Assistant Manager, Oil & Gas
(Title)

December 16, 1970
(Date)

137539

RECORDED	<u>Aug 16</u>	19 <u>73</u>	<u>9:00</u> A M
IN BOOK	<u>49</u>	PAGE	<u>541</u>
FEE \$	<u>6.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois J. Yake Deputy

608064

No. **251-3405**SEE INSTRUCTIONS
ON REVERSE542
NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS3. Parcel Number **258**
4. State **Wyoming** **26862**

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. Nora N. Patton
(Signature of Applicant)11-19-70
(Date)6. 1507 W. Davies Place, Littleton, Colorado 80120
(Address, include zip code)

DO NOT DETACH

Sec. 1. *Drilling of wells.*—The lessee is granted the right to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental but not less than \$1,000 nor more than \$10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond is furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contract for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Inventory, plans and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed from the leased lands, the various operations, and the amount of production purposes or unitization (but not a statement of operations and improvements on the leased lands) and, upon request, to show books, records, and other documents, and to permit inspection by the lessor or its authorized representative.

and costs.

(h) *Records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on federal or non-federal lands in the vicinity; (2) causing air pollution or non-federal lands in the vicinity; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, or other prehistoric or historic objects and upon any other or other circumstances which the cancellation or expiration of the lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches

and other excavations, remove all debris from the leased land and reasonably possible, restore the surface of the leased land and cause means to that former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic or scientific interest.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Delivery premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Ownership and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessors or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, shall be an officer, agent, or employee of the Department or of the Interior, except as provided in 43 CFR 7.101-1, 7.101-2, 7.101-3, 7.101-4, 7.101-5, 7.101-6, 7.101-7, 7.101-8, 7.101-9, 7.101-10, 7.101-11, 7.101-12, 7.101-13, 7.101-14, 7.101-15, 7.101-16, 7.101-17, 7.101-18, 7.101-19, 7.101-20, 7.101-21, 7.101-22, 7.101-23, 7.101-24, 7.101-25, 7.101-26, 7.101-27, 7.101-28, 7.101-29, 7.101-30, 7.101-31, 7.101-32, 7.101-33, 7.101-34, 7.101-35, 7.101-36, 7.101-37, 7.101-38, 7.101-39, 7.101-40, 7.101-41, 7.101-42, 7.101-43, 7.101-44, 7.101-45, 7.101-46, 7.101-47, 7.101-48, 7.101-49, 7.101-50, 7.101-51, 7.101-52, 7.101-53, 7.101-54, 7.101-55, 7.101-56, 7.101-57, 7.101-58, 7.101-59, 7.101-60, 7.101-61, 7.101-62, 7.101-63, 7.101-64, 7.101-65, 7.101-66, 7.101-67, 7.101-68, 7.101-69, 7.101-70, 7.101-71, 7.101-72, 7.101-73, 7.101-74, 7.101-75, 7.101-76, 7.101-77, 7.101-78, 7.101-79, 7.101-80, 7.101-81, 7.101-82, 7.101-83, 7.101-84, 7.101-85, 7.101-86, 7.101-87, 7.101-88, 7.101-89, 7.101-90, 7.101-91, 7.101-92, 7.101-93, 7.101-94, 7.101-95, 7.101-96, 7.101-97, 7.101-98, 7.101-99, 7.101-100, 7.101-101, 7.101-102, 7.101-103, 7.101-104, 7.101-105, 7.101-106, 7.101-107, 7.101-108, 7.101-109, 7.101-110, 7.101-111, 7.101-112, 7.101-113, 7.101-114, 7.101-115, 7.101-116, 7.101-117, 7.101-118, 7.101-119, 7.101-120, 7.101-121, 7.101-122, 7.101-123, 7.101-124, 7.101-125, 7.101-126, 7.101-127, 7.101-128, 7.101-129, 7.101-130, 7.101-131, 7.101-132, 7.101-133, 7.101-134, 7.101-135, 7.101-136, 7.101-137, 7.101-138, 7.101-139, 7.101-140, 7.101-141, 7.101-142, 7.101-143, 7.101-144, 7.101-145, 7.101-146, 7.101-147, 7.101-148, 7.101-149, 7.101-150, 7.101-151, 7.101-152, 7.101-153, 7.101-154, 7.101-155, 7.101-156, 7.101-157, 7.101-158, 7.101-159, 7.101-160, 7.101-161, 7.101-162, 7.101-163, 7.101-164, 7.101-165, 7.101-166, 7.101-167, 7.101-168, 7.101-169, 7.101-170, 7.101-171, 7.101-172, 7.101-173, 7.101-174, 7.101-175, 7.101-176, 7.101-177, 7.101-178, 7.101-179, 7.101-180, 7.101-181, 7.101-182, 7.101-183, 7.101-184, 7.101-185, 7.101-186, 7.101-187, 7.101-188, 7.101-189, 7.101-190, 7.101-191, 7.101-192, 7.101-193, 7.101-194, 7.101-195, 7.101-196, 7.101-197, 7.101-198, 7.101-199, 7.101-200, 7.101-201, 7.101-202, 7.101-203, 7.101-204, 7.101-205, 7.101-206, 7.101-207, 7.101-208, 7.101-209, 7.101-210, 7.101-211, 7.101-212, 7.101-213, 7.101-214, 7.101-215, 7.101-216, 7.101-217, 7.101-218, 7.101-219, 7.101-220, 7.101-221, 7.101-222, 7.101-223, 7.101-224, 7.101-225, 7.101-226, 7.101-227, 7.101-228, 7.101-229, 7.101-230, 7.101-231, 7.101-232, 7.101-233, 7.101-234, 7.101-235, 7.101-236, 7.101-237, 7.101-238, 7.101-239, 7.101-240, 7.101-241, 7.101-242, 7.101-243, 7.101-244, 7.101-245, 7.101-246, 7.101-247, 7.101-248, 7.101-249, 7.101-250, 7.101-251, 7.101-252, 7.101-253, 7.101-254, 7.101-255, 7.101-256, 7.101-257, 7.101-258, 7.101-259, 7.101-260, 7.101-261, 7.101-262, 7.101-263, 7.101-264, 7.101-265, 7.101-266, 7.101-267, 7.101-268, 7.101-269, 7.101-270, 7.101-271, 7.101-272, 7.101-273, 7.101-274, 7.101-275, 7.101-276, 7.101-277, 7.101-278, 7.101-279, 7.101-280, 7.101-281, 7.101-282, 7.101-283, 7.101-284, 7.101-285, 7.101-286, 7.101-287, 7.101-288, 7.101-289, 7.101-290, 7.101-291, 7.101-292, 7.101-293, 7.101-294, 7.101-295, 7.101-296, 7.101-297, 7.101-298, 7.101-299, 7.101-300, 7.101-301, 7.101-302, 7.101-303, 7.101-304, 7.101-305, 7.101-306, 7.101-307, 7.101-308, 7.101-309, 7.101-310, 7.101-311, 7.101-312, 7.101-313, 7.101-314, 7.101-315, 7.101-316, 7.101-317, 7.101-318, 7.101-319, 7.101-320, 7.101-321, 7.101-322, 7.101-323, 7.101-324, 7.101-325, 7.101-326, 7.101-327, 7.101-328, 7.101-329, 7.101-330, 7.101-331, 7.101-332, 7.101-333, 7.101-334, 7.101-335, 7.101-336, 7.101-337, 7.101-338, 7.101-339, 7.101-340, 7.101-341, 7.101-342, 7.101-343, 7.101-344, 7.101-345, 7.101-346, 7.101-347, 7.101-348, 7.101-349, 7.101-350, 7.101-351, 7.101-352, 7.101-353, 7.101-354, 7.101-355, 7.101-356, 7.101-357, 7.101-358, 7.101-359, 7.101-360, 7.101-361, 7.101-362, 7.101-363, 7.101-364, 7.101-365, 7.101-366, 7.101-367, 7.101-368, 7.101-369, 7.101-370, 7.101-371, 7.101-372, 7.101-373, 7.101-374, 7.101-375, 7.101-376, 7.101-377, 7.101-378, 7.101-379, 7.101-380, 7.101-381, 7.101-382, 7.101-383, 7.101-384, 7.101-385, 7.101-386, 7.101-387, 7.101-388, 7.101-389, 7.101-390, 7.101-391, 7.101-392, 7.101-393, 7.101-394, 7.101-395, 7.101-396, 7.101-397, 7.101-398, 7.101-399, 7.101-400, 7.101-401, 7.101-402, 7.101-403, 7.101-404, 7.101-405, 7.101-406, 7.101-407, 7.101-408, 7.101-409, 7.101-410, 7.101-411, 7.101-412, 7.101-413, 7.101-414, 7.101-415, 7.101-416, 7.101-417, 7.101-418, 7.101-419, 7.101-420, 7.101-421, 7.101-422, 7.101-423, 7.101-424, 7.101-425, 7.101-426, 7.101-427, 7.101-428, 7.101-429, 7.101-430, 7.101-431, 7.101-432, 7.101-433, 7.101-434, 7.101-435, 7.101-436, 7.101-437, 7.101-438, 7.101-439, 7.101-440, 7.101-441, 7.101-442, 7.101-443, 7.101-444, 7.101-445, 7.101-446, 7.101-447, 7.101-448, 7.101-449, 7.101-450

WSO 3100-10
(Jan 1970)
(Formerly
WSO 3122-3)

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
Jett Building
P. O. Box 589
Lander, Wyoming 82520 332-4220

District Manager
Bureau of Land Management
Suite 22, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

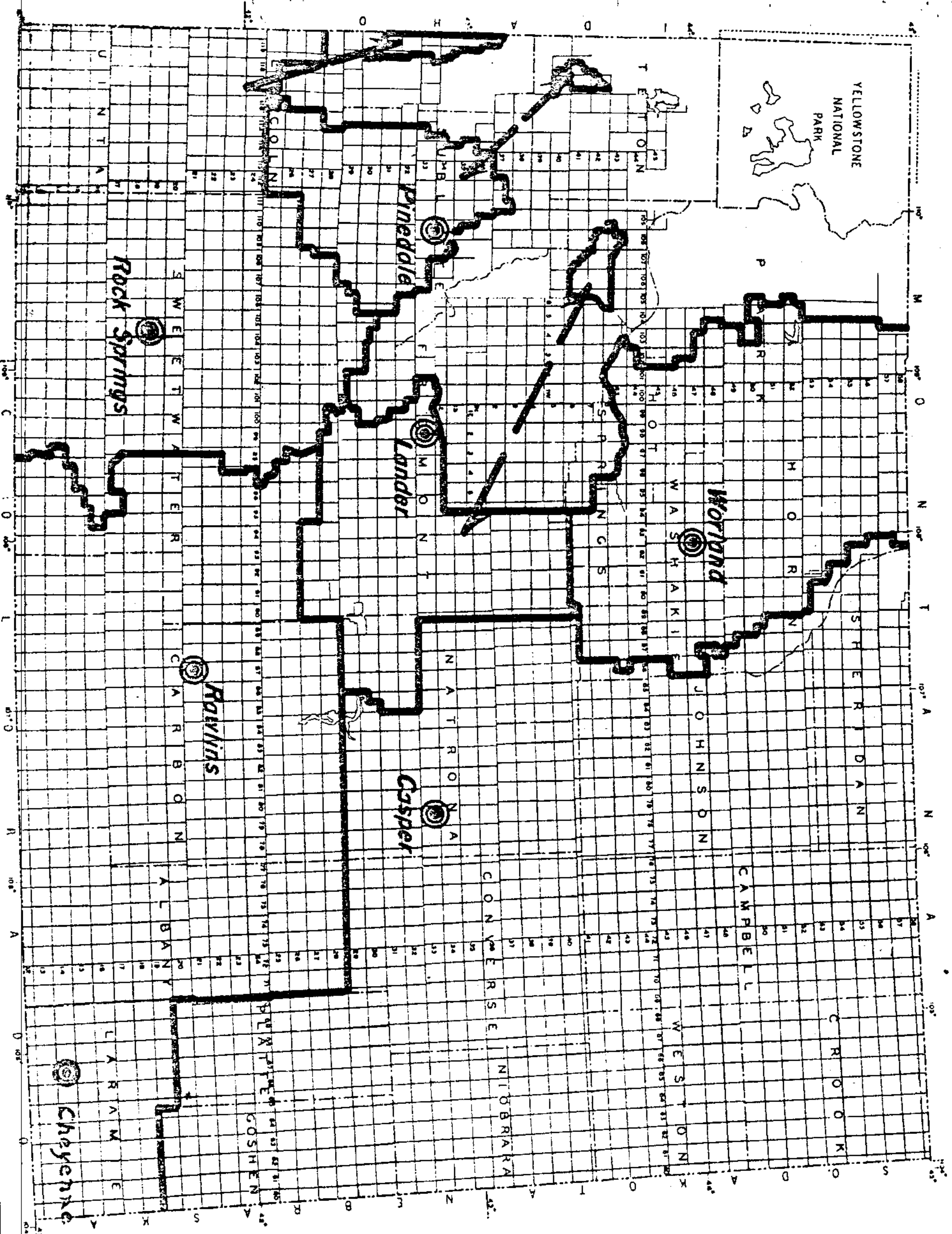
District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 768
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
127 East "A" Street
Casper, Wyoming 82601 265-4310

608064 401164

WYOMING



Form 3120-13
(December 1968)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-26662

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

1-1-71

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip CodeTRANSCONTINENT OIL COMPANY
2300 First National Bank Building
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

TOWNSHIP 31 NORTH - RANGE 114 WEST, 6th P.M.
Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 120.00 acres, more or less
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? **100%**
3. What interest is being conveyed to assignee? **100%**
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
Three Percent (3%) of eight-eighths
- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) **None**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **26th** day of **January**, 1971

Nora N. Cotton
(Assignor's Signature)
Nora N. Cotton

1507 West Davies Place
(Assignor's Address)
Littleton, Colorado 80120

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

137540

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 Oil & Gas PAGE 576
FEES \$ 4.00 Ann R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective

FEB 1 1971

Date approved

FEB 8 1971

By

By David J. Clark Deputy
Shannon F. Fink
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS

*Lease extended under 43 CFR 3128.5 to and including
(date)

(Title)

NOTE: This form may be reproduced provided that the reproduction is an exact reproduction on one sheet of paper of this official form.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least forty-five (45) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee shall incur no liability for its failure to comply with the foregoing.

nnc

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado Corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file. W-0345777 (Nebr)
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 26th day of January

1971

ATTEST:

Wendell E. Haley, Sec. - Treas.

TRANSCONTINENT OIL COMPANY

By:

Charles C. Hughes, President
2300 First National Bank Building
Denver, Colorado 80202

(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* *must* be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
- Qualifications of assignee.** Assignee *must* indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee *must* indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 26862

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

1-1-71

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name R. E. Puckett
Street 215 Security Life Building
City 1616 Glenarm Place
State Denver, Colorado 80202
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 31 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 31: N/2 NE/4, SW/4 SE/4
Containing 120.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment?

100%

3. What percentage of the assignor's interest is being conveyed to assignee?

All (100%)

percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions: specify percentage)

NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By: *[Signature]*
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137541

Assignment approved as to the lands described below:

RECORDED Aug 16 1973 9:00 A.M.
IN BOOK 49 C & D. PAGE 549
FEES \$ 4.00
Aune R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SAME LAND DESCRIPTION AS ITEM 1

[Signature]
Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By: *[Signature]*
(Authorized Officer)

Chief, Oil &
Gas Section

*Lease extended under 43 CFR 3128.5 to and including
(date)

(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O. BOX 2039, TULSA, OKLAHOMA 74102

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**



R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

(Address)

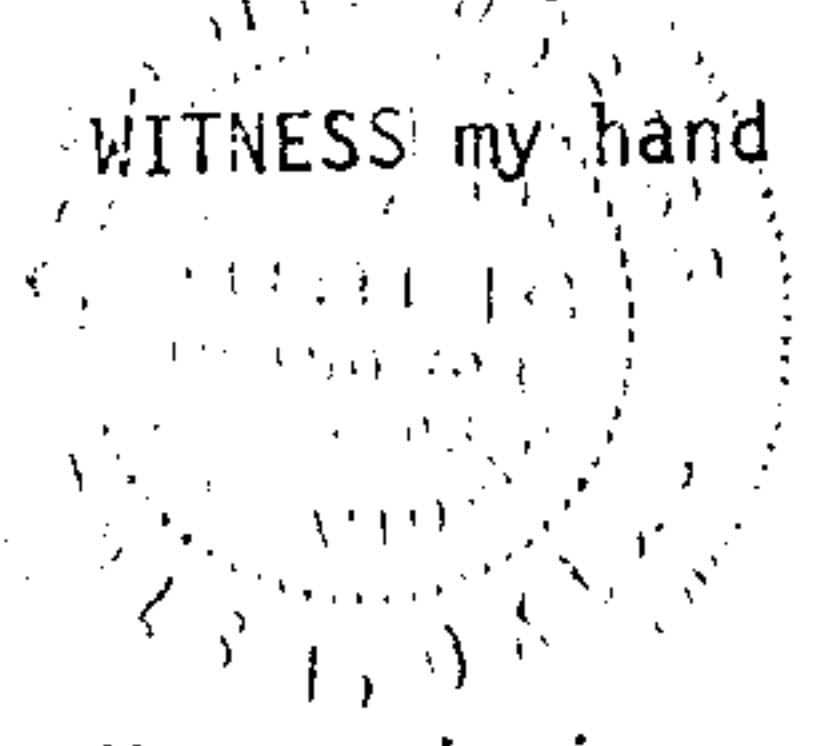
INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.


Alma M. Bogan
Notary Public in and for said State

My commission expires:
APR 23 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 42-21500

Serial No. H-26862

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

1.

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) January 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 31 North, Range 114 West, 6th PM
Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sublette County, Wyoming

Containing 120.00 Acres, more or less

(This assignment is also subject to the reassignment clause attached herewith and made a part hereof)

(This assignment is subject to an overriding royalty of 3% of 8/8ths and a reassignment clause (45 days), both in favor of Nora N. Cotton, 1507 West Davies Place, Littleton, Colorado 80120, and a reassignment clause (45 days) in favor of Transcontinent Oil Company, 2300 First National Bank Bldg., Denver, Colorado 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities as listed above)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

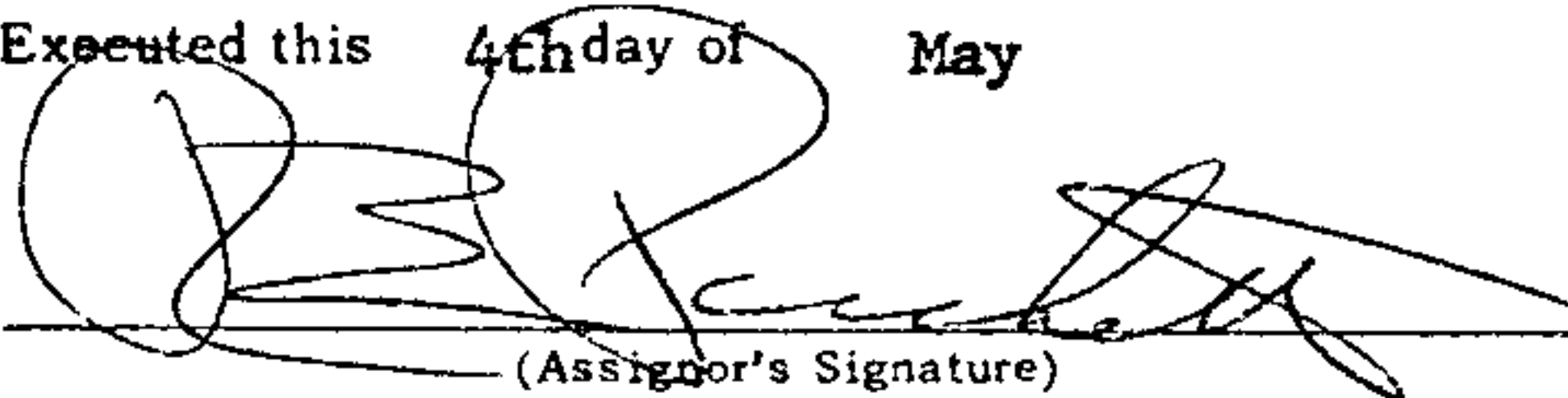
5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) One Per Cent of Eight-Eighths (1% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three Per Cent of Eight-Eighths (3% of 8/8ths)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 19 73


(Assignor's Signature)

215 Security Life Building
(Assignor's Address)

R. E. Puckett

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

107542

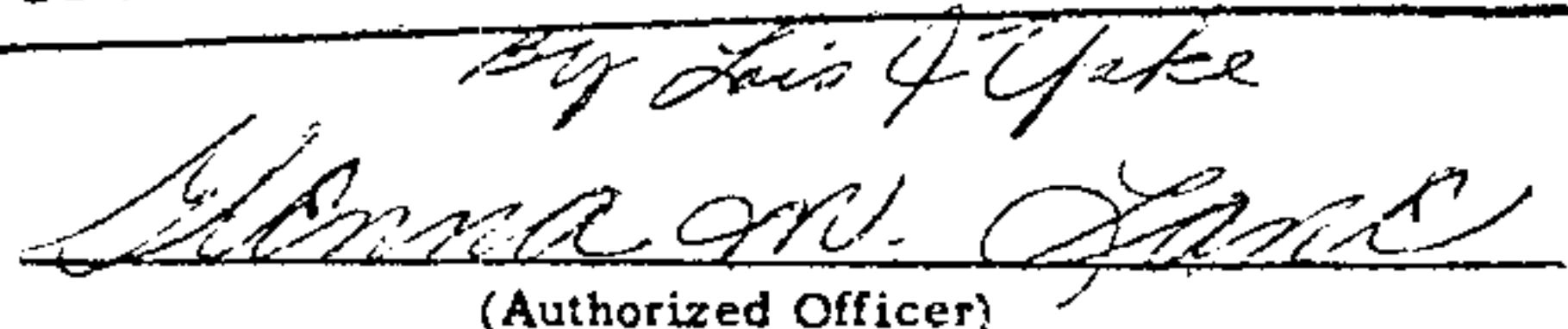
Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 19 73 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 552
FEES \$ 4.00 Aune R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective JUL 1 1973

By


(Authorized Officer)

Chief, Oil &
Gas Section
(Title)

AUG 8 1973
(Date)

553

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this . . . day of . . .

, 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 19 73, personally appeared R. E. Puckett

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7/26/76

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annuities, rental and maintenance of any required road, and, in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignor by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102)

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

Name Rita Short
Street 60 South Munn Avenue
City East Orange, New Jersey 07017
State and
ZIP Code Lee Gray
South Bedford Road
Pound Ridge, N. Y. 10576

W 7335

(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 636

T. 30 N., R. 114 W., 6th Prin. Mer., Wyoming
Sec. 7: S $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 8: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 18: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 20: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Sublette Co.

287543

RECORDED Aug 16 19 73 9:00 A M
IN BOOK 49 Q & L PAGE 555
FEES \$ 4.00 Aime R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Louis J. Gabe Deputy

Containing a total of 758.85 acres

Annual Rental. \$ 379.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: AUG 1 1967

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signature of Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

JUL 18 1967
(Date)

608065

No **210-1302**I HEREBY OFFER to lease for oil and gas
the following identified parcel of land:SEE INSTRUCTIONS
ON REVERSE**7335** Parcel Number **636**State **W**

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

Rita Short

(Signature of Applicant)

Lee Gray

JUN 22 1967

(Date)

RITA SHORT

60 SOUTH MUNN AVENUE

EAST ORANGE, NEW JERSEY 07017

(Address, include zip code)

DO NOT DETACH

LEE GRAY

SOUTH BEDFORD ROAD

POUND RIDGE, N. Y. 10576

Section 1. *Right of discovery.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, of the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Consent for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land. *Provided.* That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Assignment, lease and reports.*—At such times and in such manner as the Secretary of the Interior may require, to furnish satisfactory evidence of the production of oil or gas from the leased lands.

and sold from the lease, the proceeds therefrom, and the amount of production removed or sold from the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, protection of water, health and safety of workers.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided.* That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipeline to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.*—To take such reasonable steps as may be needed to protect operations from unnecessarily (1) causing or contributing to erosion or to the destruction of any surface or subsurface

(2) disturbing the waters of rivers, streams, or wells; (3) damaging crops, including forage, timber, or other products of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period. *Provided.* That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 221) and 43 U.S.C. 432, and 432.1, shall be applicable to contracts entered into and form a part of this lease.

Form 3120-13
(December 1968)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-7335

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **TRANSCONTINENT OIL COMPANY**
Street **2300 First National Bank Building**
City **Denver, Colorado 80202**
State
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

TOWNSHIP 30 NORTH - RANGE 114 WEST, 6th P.M.

Section 7: $S\frac{1}{2}SE\frac{1}{4}$

Section 8: $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Section 18: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

Section 20: $NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Containing 758.85 acres, more or less
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? **100%**
3. What interest is being conveyed to assignee? **100%**
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
Three percent (3%)
- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) **None**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of **November**, 19 **70**

Rita Short

Rita Short (Assignor's Signature)
60 South Munn Avenue
East Orange, New Jersey

Lee Gray

Lee Gray (Assignor's Address)
South Bedford Road
Pound Ridge, New York

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

227548

AS ITEM 1

RECORDED	<u>Aug 16</u>	19 <u>73</u>	<u>9:00 A.M.</u>
IN BOOK	<u>49 Oil & Gas</u>	PAGE	<u>558</u>
FEE \$	<u>4.00</u>	by <u>R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JAN 1 1971

Date approved DEC 28 1970

By *[Signature]*
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

ACTING ASSISTANT SECRETARY, OIL & GAS
(Title)

NOTE: This document may be reproduced provided that the original is not reproduced in whole or in part without the written permission of the Bureau of Land Management.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least thirty (30) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. The liability for Assignee's failure to comply with the above shall be limited to the consideration paid for this assignment.

R.S.

W

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file **W-0345777 (Hebr)**
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

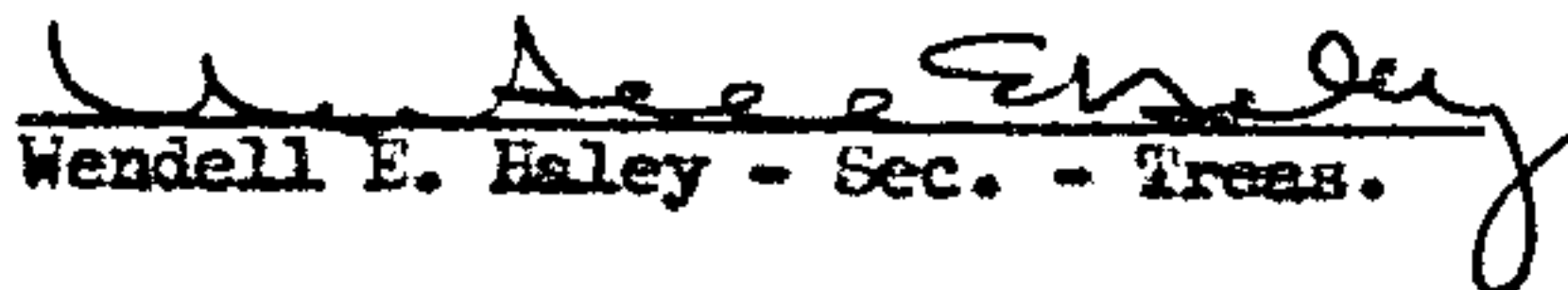
ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

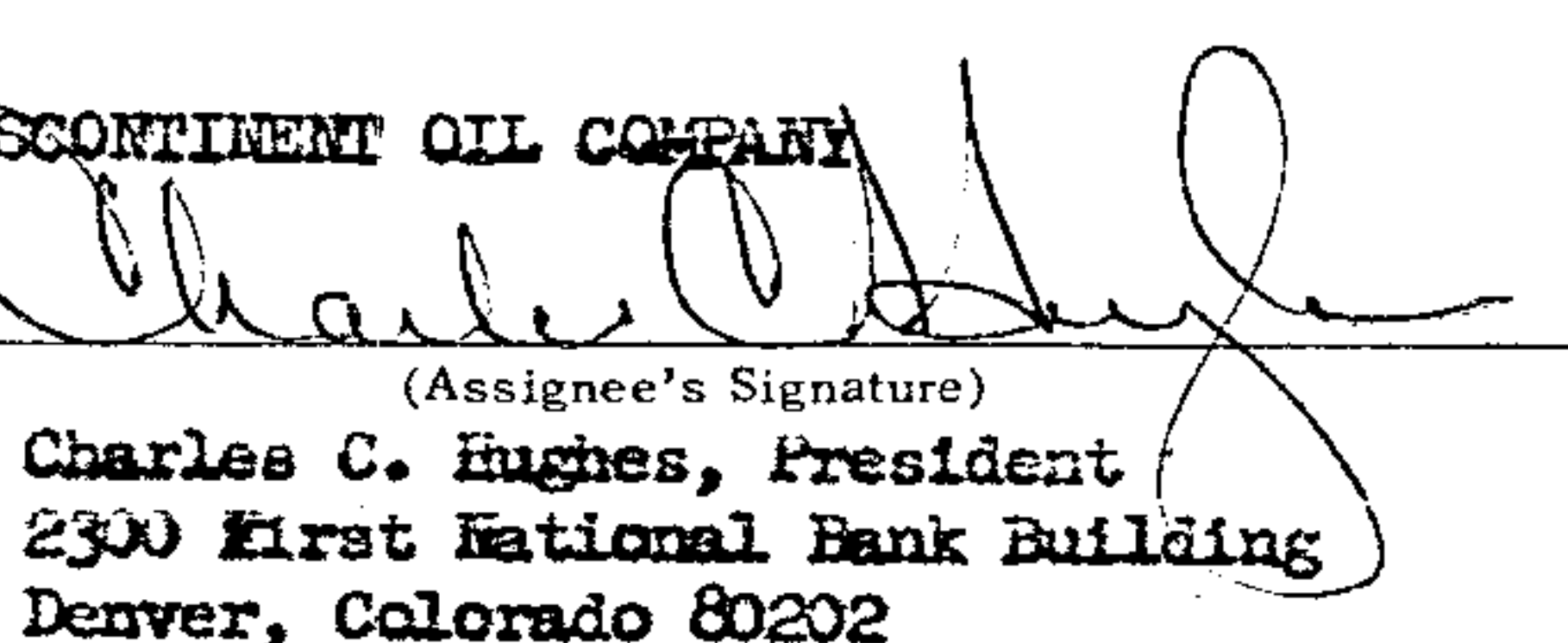
Executed this **30th** day of **November**, 19 **70**

ATTEST:


Wendell E. Haley - Sec. - Treas.

TRANSCONTINENT OIL COMPANY

By:


(Assignee's Signature)
Charles C. Hughes, President
2300 First National Bank Building
Denver, Colorado 80202

(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 7335

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

8-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name R. E. Puckett
Street 215 Security Life Building
City 1616 Glenarm Place
State Denver, Colorado 80202
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 7: S/2 SE/4
Section 8: W/2 SW/4, SE/4 SW/4, SW/4 SE/4
Section 18: Lots 3, 4, E/2 SW/4, SE/4
Section 20: NE/4, NE/4 SE/4
Containing 758.85 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%
3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
NONE

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)
Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 19 73
SUN OIL COMPANY (DELAWARE)

By: V. L. Smith
(Assignor's Signature)
V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039
(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137545

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

MAY 1 1973

Assignment approved effective
MAY 21 1973

Date approved

*Lease extended under 43 CFR 3128.5 to and including
(date)

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 OF 5 PAGE 561
FEES \$ 4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

By John G. Gabe Deputy

By W. L. Smith
(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this form in accordance with the provisions of 43 CFR 3128.2

REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O. BOX 2039, TULSA, OKLAHOMA 74102

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

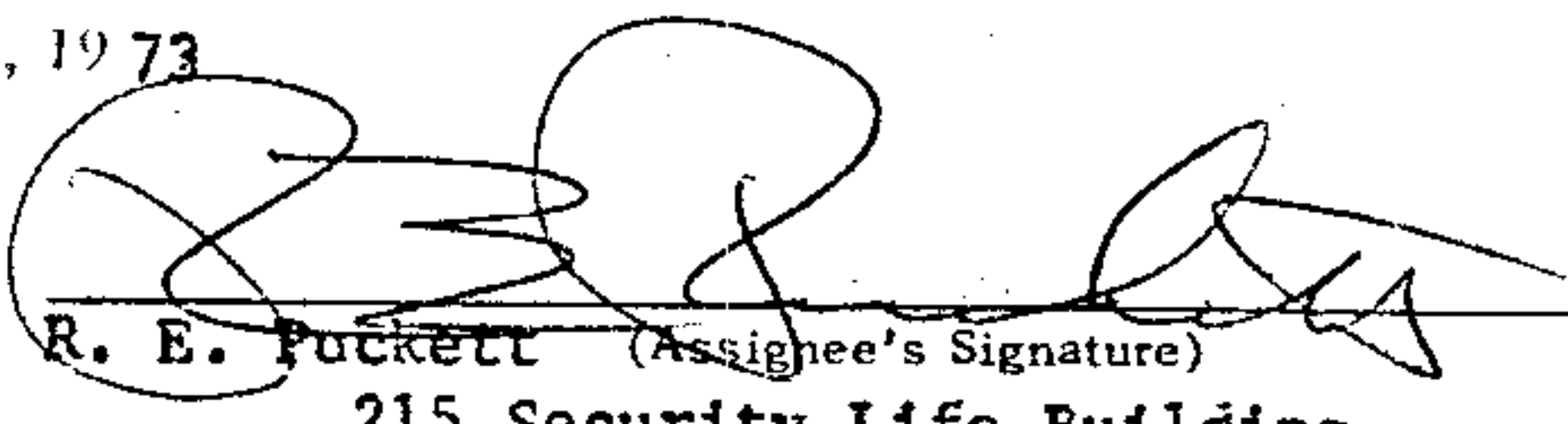
ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April, 1973


R. E. Puckett (Assignee's Signature)

215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

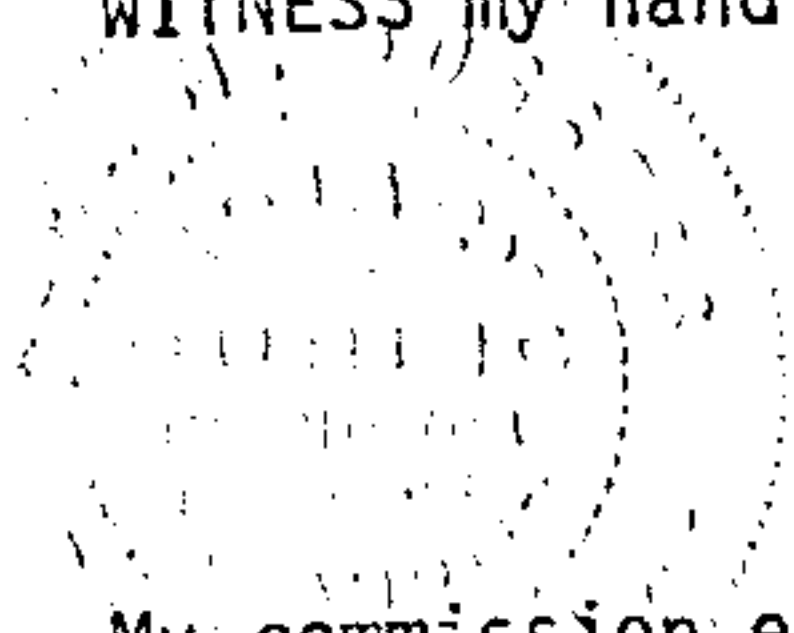
INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
- Qualifications of assignee.** Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee *must* indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.



Alma M. Bogue
Notary Public in and for said State

My commission expires:

APR 23 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 42-R1599

Serial No. W-7335

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART ILAND OFFICE USE ONLY
New Serial No.

1. Amoco Production Company
-
- Security Life Building
-
- Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) **August 1, 1967**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to

Township 30 North, Range 114 West, 6th P.M.

Section 7: S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 8: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 18: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 20: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

containing 758.85 acres, more or less

in Sublette County, Wyoming

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

an overriding royalty of 3% of 8/8ths and a reassignment clause of 30 days, both in favor of Rita Short of 60 South Munn Avenue, East Orange, New Jersey, and Lee Gray, South Bedford Road, Pound Ridge, New York; and subject to a reassignment clause of 45 days in favor of Transcontinent Oil Company of 2300 First National Bank Bldg., Denver, Colorado 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above) *WEL*

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

- 5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 1
- $\frac{1}{2}$
- % of 8/8ths

- b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of May, 19 73

R. E. Puckett
R. E. Puckett (Assignor's Signature)

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137546

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 8 + 9 PAGE 564
FEES \$ 4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective JUL 1 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

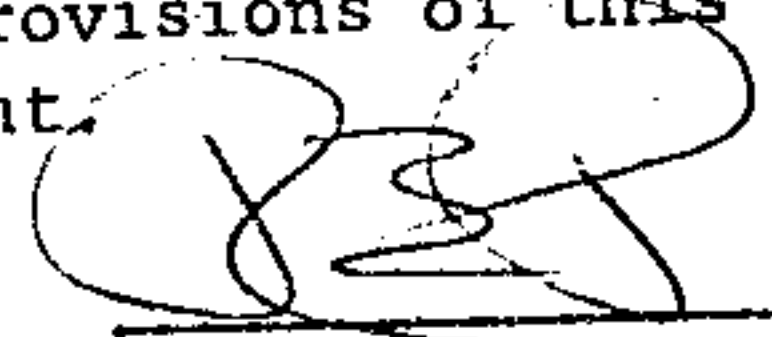
AUG 8 1973

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

565

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1973, personally appeared R. E. Puckett

and to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required well, in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102)

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

Virginia G. Stouffer
211 W. 9th Street
Cheyenne, Wyoming 82001

Name
Street
City
State
ZIP Code

W 15754

(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 310

T. 30 N., R. 114 W., 6th Prin. Mer., Wyoming

Sublette County

Sec. 27: S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ 137547
Sec. 28: N $\frac{1}{2}$

RECORDED Aug 16 19 73 9:00 A M
IN BOOK 49 048 PAGE 567
FEES \$ 6.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Lois J. Yake Deputy

Containing a total of 720.00 acres

Annual Rental. \$ 360.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

NOV 1 1968

Effective date of lease: _____

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

THE UNITED STATES OF AMERICA

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

By *William R. Schmalzer*
(Signature of Signing Officer)

OCT 18 1968
(Date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

608066

401030

567

FOR CLAIMANT

No. **97 - 4289**SEE INSTRUCTIONS
ON REVERSEI HEREBY OFFER to lease for oil and gas
the following identified parcel of land:3. Parcel Number **310**4. State **Wyoming 15754**

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. Virginia G. Stauffer
(Signature of Applicant)SEP 20 1968
(Date)

211 W. 9th STR., CHEYENNE, WYO. 82001

(Address, include zip code)

DO NOT DETACH

Section 1. *Right of surface.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plans and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed

and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unaccountably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon;

(2) polluting the waters of reservoirs, springs, streams or wells; (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging large improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements of rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period; such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to, and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

WSO 3122-3
(Rev. 10-68)

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
431 Main Street
P. O. Box 589
Lander, Wyoming 82520 332-4220

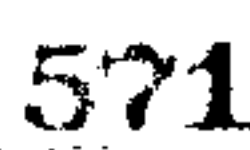
District Manager
Bureau of Land Management
Suite 319, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 190
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
300 North Center Street
Casper, Wyoming 265-4310

608066
461822



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number
Wyoming 15754

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
November 1, 1968

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Raymond Chorney
Street P. O. Box 144
City Casper, Wyoming 82601
State
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 144 West, 6th P.M.
Section 27: S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{2}$
Section 28: N $\frac{1}{2}$

Containing 720.00 acres more or less
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? All
3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
two percent of eight-eighths (2% of 8/8ths)

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 26 day of September, 1969

Virginia G. Stouffer
(Assignor's Signature)
Virginia G. Stouffer

211 West 9th Street
(Assignor's Address)
Cheyenne, Wyoming 82001

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

157548 SAME LAND DESCRIPTION AS ITEM 1

RECORDED Aug 16 19 73 9:00 A.M.
IN BOOK 49 C & L PAGE 572
FEES \$ 4.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective NOV 1 1969

Date approved NOV 24 1969

By B. J. Davis Deputy
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

"ACTING ASSISTANT MANAGER, OIL & GAS"
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REASSIGNMENT RIDER

573

In the event that Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor thirty (30) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease.

Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor and Assignee shall then execute an assignment of said oil and gas lease to Assignor. Assignee herein assumes no liability whatsoever, either through error or negligence for failure to notify or reassign.

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

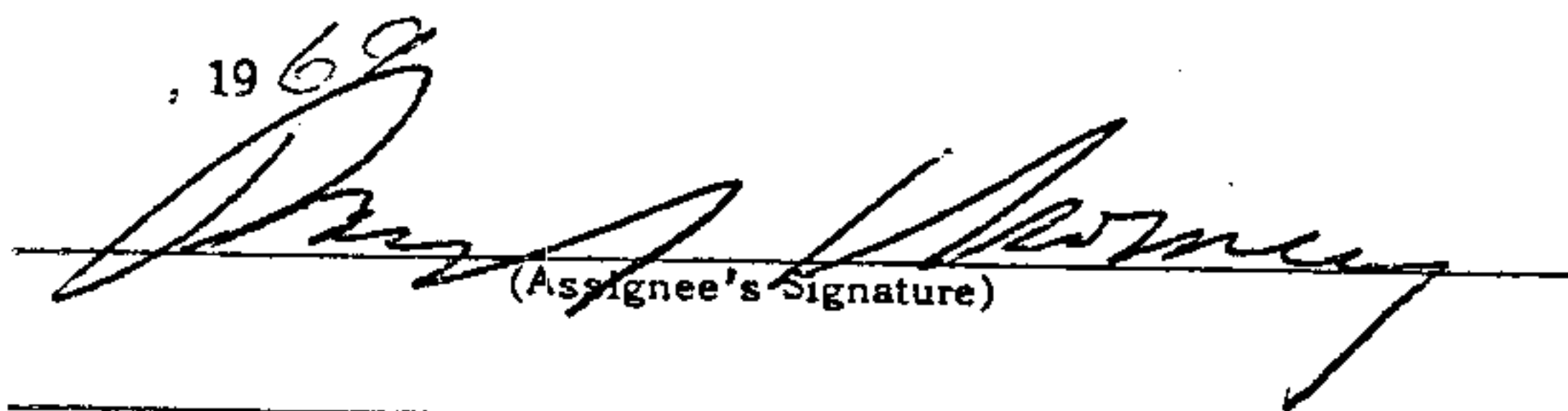
Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this 15 day of Oct.

1969


(Assignee's Signature)

(Address)

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to

qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

an's #401822

Serial Number

Wyoming 15754

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

11-1-68

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Section 27: S/2 N/2, N/2 S/2, S/2 SE/4

Section 28: N/2

Containing 720.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage) NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) Four percent (4%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By: V. L. Smith
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED	Aug 16	19 73	9:00 AM
IN BOOK	49	04	PAGE 575
FEE \$	4.00	anne L Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois J. Drake Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By: [Signature]
(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date)

NOTES: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3123.2

REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O. BOX 2039, TULSA, OKLAHOMA 74102

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

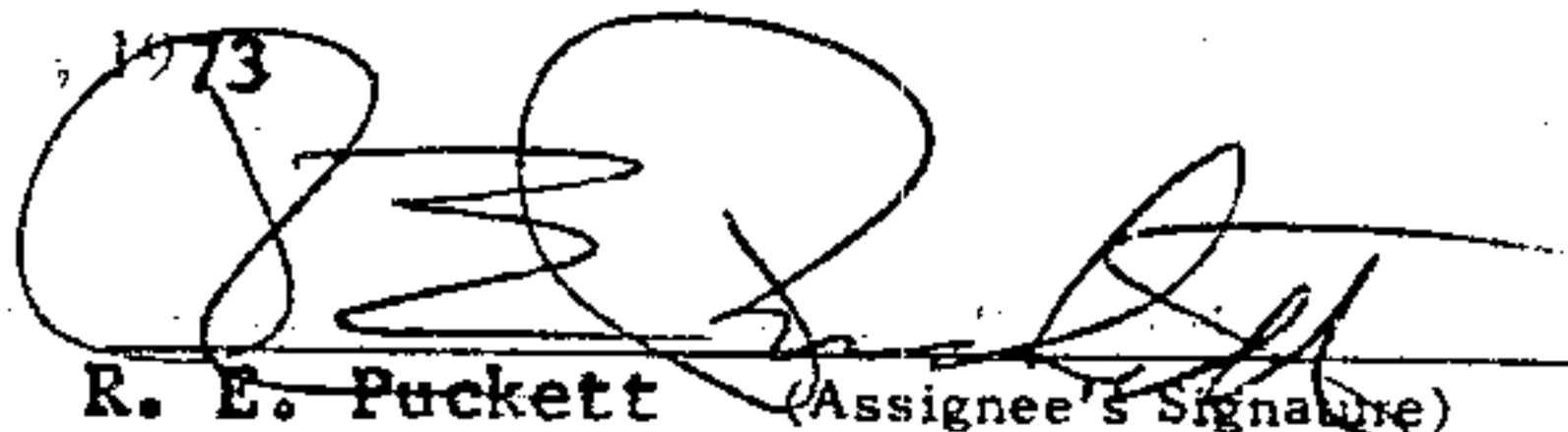
ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April 1973


R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

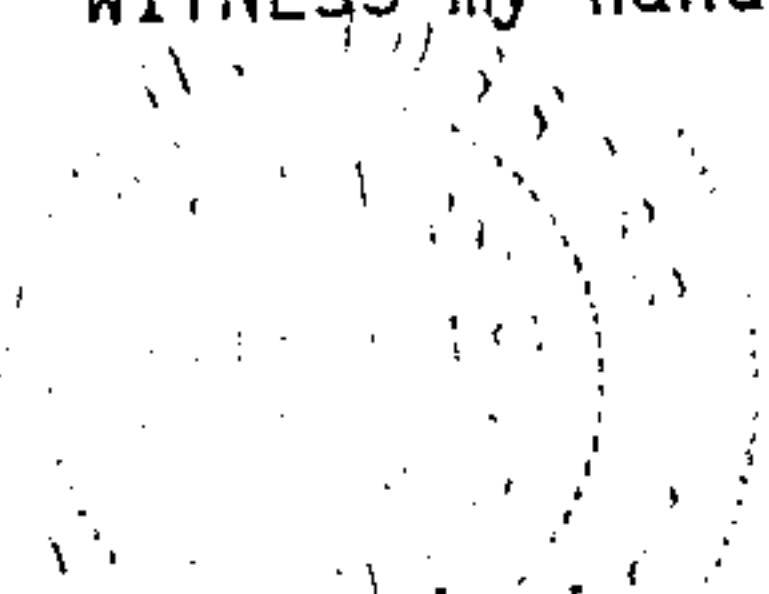
INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.



My commission expires:
APR 23 1974

Alma M. Boggess
Notary Public in and for said State

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART IFORM APPROVED
OMB NO. 42-R1599

Serial No. W-15754

LAND OFFICE USE ONLY

New Serial No.

1. Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) November 1, 1968, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to an overriding royalty of 2% of 8/8ths and a reassignment clause of 30 days, both in favor of Virginia G. Stouffer of 211 West 9th St., Cheyenne, Wyoming 82001; and subject to an overriding royalty of 2% of 8/8ths and a reassignment clause of 45 days, both in favor of Raymond Chorney of Box 144, Casper, Wyoming 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above.)
- Township 30 North, Range 114 West, 6th P.M.
Section 27: S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 28: N $\frac{1}{2}$
containing 720.00 acres, more or less
in Sublette County, Wyoming
- (This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) $\frac{1}{2}$ of 1% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 4% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973


R. E. Puckett (Assignor's Signature)

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

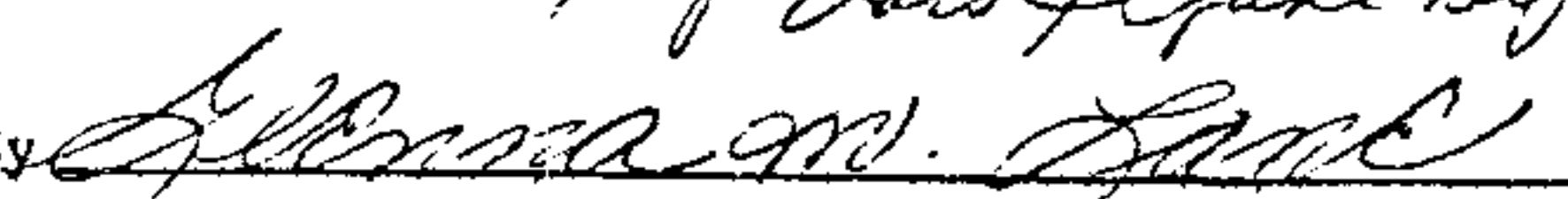
THE UNITED STATES OF AMERICA 157550

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	Aug 16	19 73	9:00 A M
IN BOOK	49	OF 5	PAGE 578
FEES \$	4.00	Aune R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JUL 1 1973

By 
(Authorized Officer)

Chief, Oil &
Gas Section

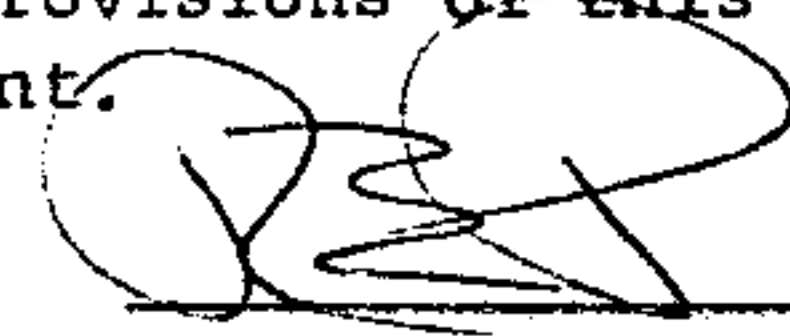
AUG 8 1973

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1973, personally appeared R. E. Puckett

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Vicki A. Osahr
Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, as well as the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

- A. Certification of assignee
 3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

DEPARTMENT OF THE INTERIOR

Office

Wyoming

BUREAU OF LAND MANAGEMENT

Serial No. W- 9700

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs.
1. Miss

(First Name, Middle Initial, Last Name)

(Number and Street)

(City and State)

2. Land requested: State _____ County _____ T. _____ R. _____ Meridian _____

137551

RECORDED	Aug 16	1973	9:00 AM
IN BOOK	49048	PAGE	581
FEES \$6.00	James L. Clark	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

Total Area _____ Acres

3. Land included in lease: State _____ County _____ T. _____ R. _____ Meridian _____

This lease embraces the area and the land described in Item 2.

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

The rental retained is the rental amount shown in Item 4.

(Offeror does not fill in this block)

Total Area

Acres Rental retained \$

4. Amount remitted: Filing fee \$10, Rental \$ _____, Total \$ _____

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind): _____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

Offeror duly executed this instrument this _____ day of _____, 19____

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 2 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof. logical Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

THE UNITED STATES OF AMERICA

By Glenn M. Schalm

(Signing officer)

Effective date of lease DEC 1 - 1967

Acting ASSISTANT MANAGER, OIL & GAS

(Title)

NOV 22 1967

(Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS 608068

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42(a).

581

201300

FOR CLAIMANT

Section 1. Rights of interest.—The lease is granted the exclusive right and authority to drill, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to conduct and maintain thereon, all works, buildings, plants, waterways, roads, pipelines, telephone lines, pipelines, telephones, tanks, pumping stations, and other structures necessary in the full enjoyment thereof, for a period of 30 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lease agreement.

(1) **Surface.**—(a) The land covered by this lease and the current regulations and until such time as the land is returned to the surface. (2) To maintain any bond furnished by the lessee as a condition for the lease of the land. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the Secretary of the Interior, a bond in the sum of \$10,000 with approved corporate surety, or with deposit of \$10,000 in cash, to secure the lessee's performance of the lease, and to secure the lessee's compliance with the terms of the lease, unless a bond in already existing maintenance, or unless such a bond furnished by an operator of the lease is accepted. (5) The lessee shall maintain a bond in the sum of \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be in the public interest, and to execute and maintain such plan in accordance with the terms of the plan, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the lessee's or lands of the United States leased at a lower royalty rate, or as to which the royalty and rental are paid in different funds than are those of this lease, or in the case of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessee in full each month for the estimated loss of royalty through drainage to the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allocations affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessee in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
(1) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the leased land, \$2 per acre or fraction of an acre.

(2) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessee in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

Royalty on production.—To pay the lessee 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any of all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, or to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessee, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessee, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be reasonably operated under the terms fixed herein.

(5) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessee, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(6) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; provided, that nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease.

of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(a) **Accounting, books and reports.**—At such times and in such form as the lessee may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plot showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(b) **Well records.**—To keep a daily drilling record a log and complete information on all well surveys and tests in form acceptable to or prescribed by the lessee of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands and to furnish them, or copies thereof, to the lessee when requested. All information obtained under this paragraph, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(c) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the lessee's premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(d) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessee; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee, all reasonable orders of the lessee relative to the matters in this paragraph, and that on failure of the lessee to do so the lessee shall have the right to enter on the property and to accomplish the purposes of such orders at the lessee's cost; provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(e) **Taxes and wages; freedom of purchase.**—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(f) **Non-discrimination clause.**—In connection with the performance of work under this contract, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective-bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this non-discrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the non-discrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(8) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessee any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(9) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating a pipeline which may be operated accessible to the oil or gas produced from lands under this lease, to accept and convey and to a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating lease or purchase or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(10) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(11) **Reserved or segregated lands.**—If any of the land included in the lease is embraced in a reservation or segregated for any purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purposes for which the land is reserved or segregated, so far as may be consistent with the use of the land for the purposes of this lease, which latter shall be determined as the dominant use unless otherwise provided herein or separately stipulated.

(12) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damage to any forest and timber growth thereon; (2) polluting the waters of rivers, creeks, streams, or wells; (3) damaging crops, including forage, timber, or improvements of a surface owner; or (4) disturbing other improvements, whether owned by the United States or by its citizens, permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessee may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(13) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(14) **Delivery premises in case of forfeiture.**—To deliver up to the lessee in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessee reserves:

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas thereon, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to section 1 of the act, as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessee elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessee at any point on the leased premises in the manner required by the lessee, for the extraction of the helium in such plan or reduction works for that purpose as the lessee may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessee further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) **Caring.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. Drilling and producing restrictions.—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After consultation, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessee on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; provided, that the lessee shall remove any or all of such property where so directed by the lessee.

Sec. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder, or of the lease, or make default in the performance or observance of any of the terms thereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessee, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessee of any legal or equitable remedy which the lessee might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessee to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessee. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 8. Heirs and successors-in-interest.—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. sec. 35) and Secs. 431, 432 and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D.C. See 43 CFR 192.42(b). If less than five copies are filed, the offeror will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed it is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignment.

9. The offer will be rejected and returned to the offeror and will afford the least priority if: (a) The land description does not conform to the

requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 8 surveyed sections in length or width. (b) The total acreage exceeds 2,650 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e) (4) (ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement of the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e) (4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 80 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (b) (1) and (5) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

10. The offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

11. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

12. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

13. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D.C. See 43 CFR 192.42(b). If less than five copies are filed, the offeror will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

14. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

15. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

16. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed it is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

17. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignment.

18. The offer will be rejected and returned to the offeror and will afford the least priority if: (a) The land description does not conform to the

will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lease will be billed for the additional rental of \$1.60 an acre on all the leased land as the yearly rental on such lands is \$2 per acre.

19. Item 3 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

20. If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

21. If offeror is a corporation it must submit a statement containing the following information: The State in which it is incorporated; that it is authorized to hold oil and gas leases and that the offeror executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by shares of the exempted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

22. Item 3 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

23. Item 3 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-216 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4-467 Lands potentially irrigable; 4-467 (a) Lands within the flow limits of a reservoir; 4-467 (b) Lands within the drainage area of a constructed reservoir; 4-1228 Lands withdrawn for power purposes; and 4-1283, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

24. Item 3 (d).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by notes and bounds or protracted surveys and approximate legal subdivisions.

25. Item 5.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth the nature and extent of the interest of each, the nature of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed with 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such large interest.

26. Items numbered according to numbers on offer form.

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
431 Main Street
P. O. Box 589
Lander, Wyoming 82520 332-4220

District Manager
Bureau of Land Management
Suite 319, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 362-6613

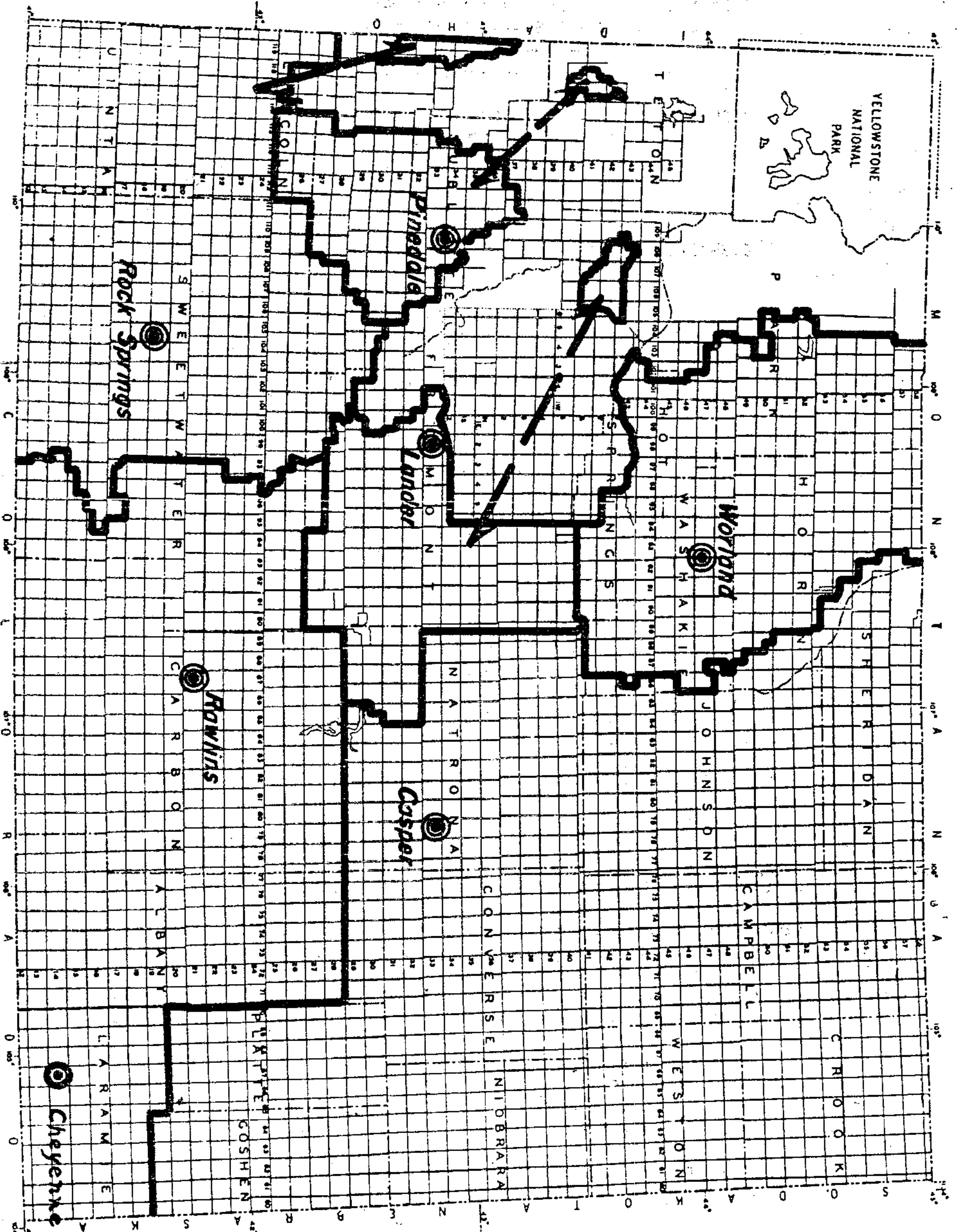
District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 188
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
300 North Center Street
Casper, Wyoming 82601 265-4310

608068

401333

WYOMING



WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

608068

Sun's #401832

Form 3120-13
(September 1964)
(formerly 4-1175)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 9700

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

12-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip CodeR. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

- Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 31: E/2 E/2
Containing 160.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

- What interest was held by the assignor in above-described lands prior to this assignment? 100%
- What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent
- What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
NONE

- What overriding royalties or production payments, if any, were previously reserved? (percentage only)
Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By:

(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137552

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 Oil & Gas PAGE 586
FEES \$ 4.00 Anna Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Lino J. Clark Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date)

NOTE: This form is reproduced provided that the copies be reproduced on one sheet of both sides of official form. It is according to the provisions of 43 CFR 3128.5.

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April

1973

R. E. Puckett (Assignee's Signature)

215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to

qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

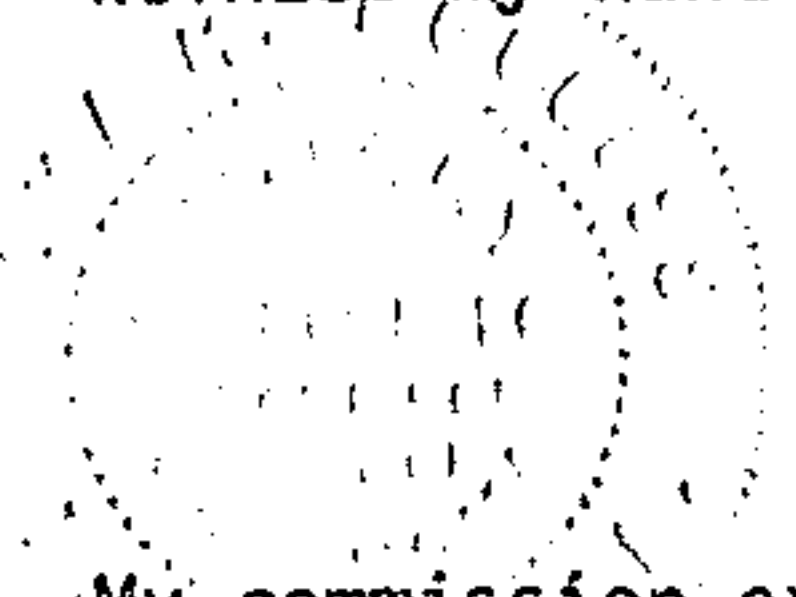
5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.



Alma M. Boggess
Notary Public in and for said State

My commission expires:
APR 23 1974

Serial No. W-9700

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) December 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to an overriding royalty of 3% of 8/8ths and a reassignment clause of 30 days, both in favor of Joan Chorney, Box 144, Casper, Wyoming 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above)

Township 30 North, Range 114 West, 6th P.M.,
Section 31: E1/4, E2/4,
containing 160.00 acres, more or less
in Sublette County, Wyoming

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 1% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973

215 Security Life Building

R. E. Puckett (Assignor's Signature)

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 1973 9:00 AM
IN BOOK 49 PAGE 589
FEES \$4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [Signature] Deputy

Assignment approved effective JUL 1 1973

By [Signature] (Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

(Title)

(Date)

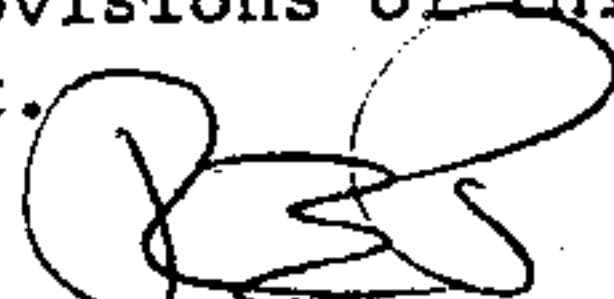
NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

589

605068

FOR CLAIMANT

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO } ss.
COUNTY OF DENVER }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1972, personally appeared R. E. Puckett

and _____ to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed the same as his _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Nicki E. Ogden
Notary Public.

GENERAL INSTRUCTIONS

1. *Use of form:* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required road, as well as the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignees by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignees

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTLEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)Stanley W. Zysk
20 Vesey Street
New York, New York 10007Name
Street
City
State
Zip Code

W 21781

(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #251 State: Wyoming County: Sublette

T. 30 N., R. 114 W., 6th Prin. Mer.
Sec. 11: NW $\frac{1}{4}$

137554

RECORDED	Aug 16	19 73	9:00 A M
IN BOOK	49	PAGE	592
FEES \$	6.00	By Anne L. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois Dyke Deputy

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	160.00	acres	Annual Rental	\$ 80.00
-----------------------	--------	-------	---------------	----------

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: DEC 1 1969

THE UNITED STATES OF AMERICA

By Glenn M. Lane
(Signature of Signing Officer)ACTING ASSISTANT MANAGER, OIL AND GAS
(Title)

NOV 19 1969

(Date)

212 - 7205

SEE INSTRUCTIONS
ON REVERSE

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

3. Parcel Number 251

4. State WYOMING 21781

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. [Signature]
(Signature of Applicant)

OCT 21 1969
(Date)

6. 20 WEST 37TH STREET, NEW YORK, N.Y. 10007
(Address, include zip code)

DO NOT DETACH

402713

LEASE TERMS

Sec. 1. *Right of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. *The lessee agrees:*

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental but not less than \$1,000 nor more than \$10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3132.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plans and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes, and to file with the Secretary of the Interior, a statement of the leasehold, showing the location, extent, and character of the leased land, and the location, extent, and character of the improvements thereon, and the location, extent, and character of the structures, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 50 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas thereon, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated land.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, objects and upon any partial or total relinquishment or termination of this lease, or upon expiration of the lease, to restore the surface of the leased lands to the condition existing prior to the commencement of operations thereon, and to remove all structures, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased lands and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. *The lessor reserves:*

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment, the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a)(1), shall be admitted to any share or part in this lease or derive any benefit therefrom, and the provisions of Sec. 1741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 103 of the Federal Acquisition Regulation (41 CFR 101-11.6) shall apply to any contract entered into by the lessee or any subcontractor or vendor of the lessee, or any agent or employee of the lessee, or any officer, agent, or employee of the Department of the

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
Jett Building
P. O. Box 589
Lander, Wyoming 82520 332-4220

District Manager
Bureau of Land Management
Suite 22, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 362-6613

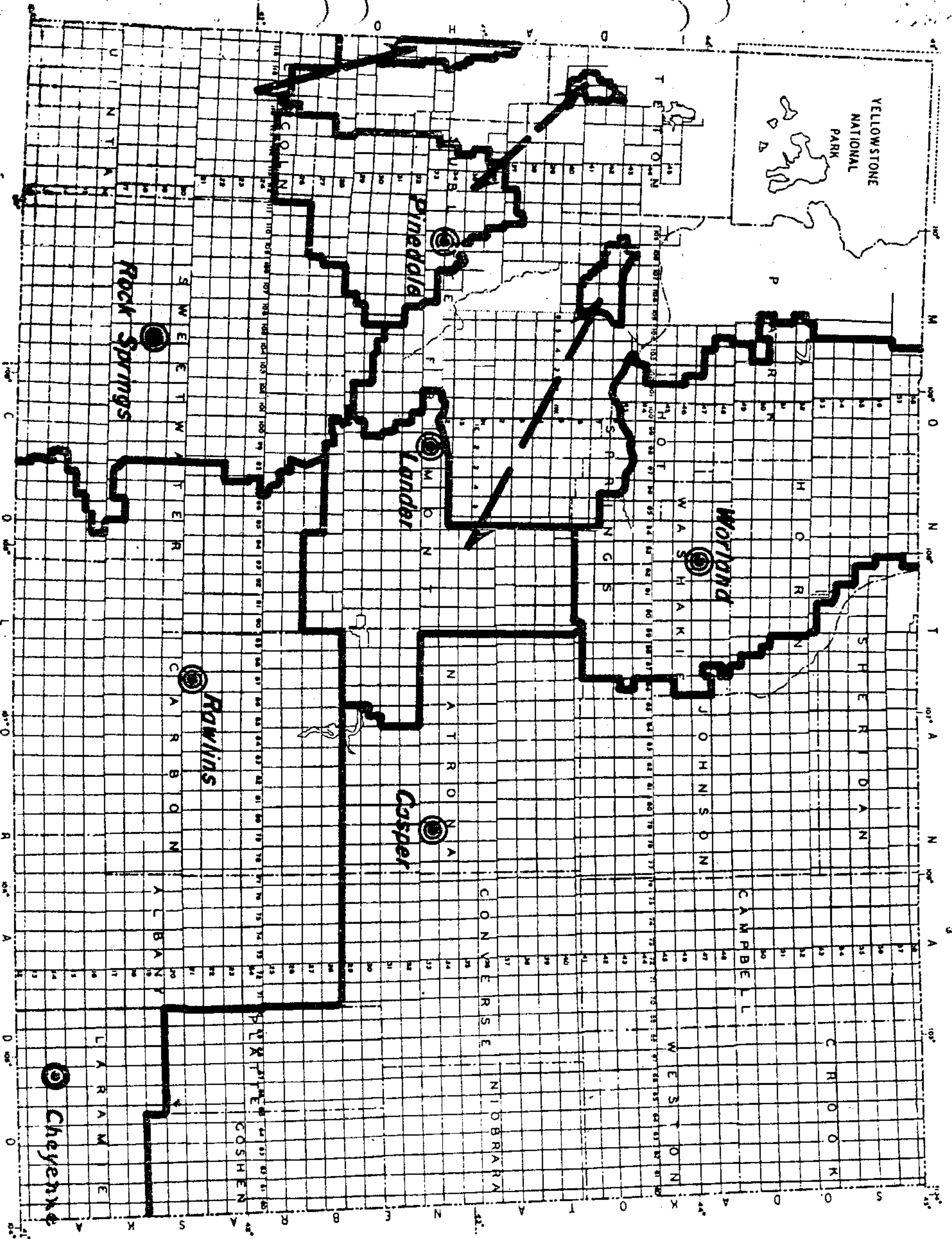
District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 190
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
127 East "A" Street
Casper, Wyoming 82601 265-4310

608069

452713

WYOMING



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-21731

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

Transcontinent Oil Company
2300 First National Bank Building
Denver, Colorado 80202

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) 12-1-69, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101 2-3)

TOWNSHIP 30 NORTH - RANGE 114 WEST
Section 11: NW 1/4

Containing 160 acres, more or less
Sublette County, Wyoming

137555

RECORDED Aug 16 1973 9:00 A.M.
IN BOOK 490 + 8 PAGE 597
FEES 4.00 Anna K. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lisa J. Gabe Deputy

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? 100%

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 3%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of January, 1972

Stanley W. Zysk

(Assignor's Signature)

20 Vesey Street

(Assignor's Address)

New York, New York 10007

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective FEB 1 - 1972

By [Signature] (Authorized Officer)

597

402710

608069 Chief, Oil &
Gas Section
(Title)

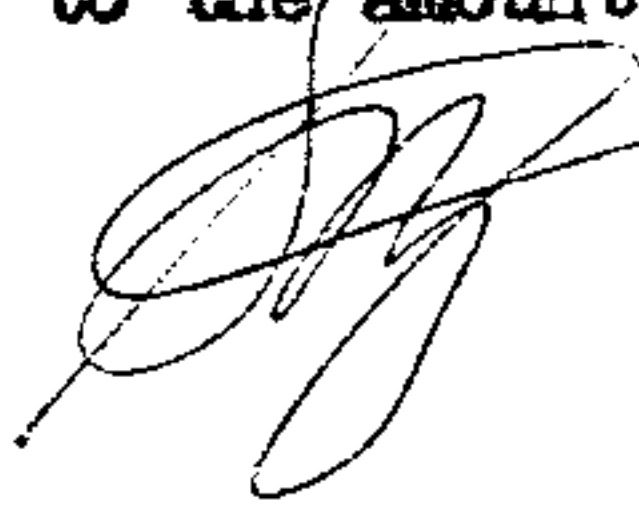
FEB 7 1972
(Date)

For Claimant

598

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have twenty (20) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.



ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation W-034577 (Neb)
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

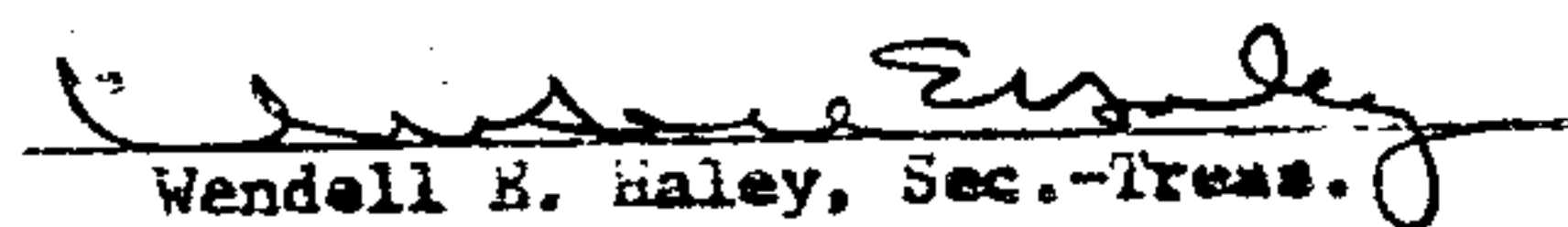
B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21st day of January, 19 72

ATTEST:

TRANSCONTINENT OIL COMPANY


Wendell B. Haley, Sec.-Treas.

By: 
(Assignee's Signature)
Charles C. Hughes, President
2300 First National Bank Building
Denver, Colorado 80202

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by

aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 21781

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

12-1-69

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 11; NW/4
Containing 160.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? **100%**
3. What percentage of the assignor's interest is being conveyed to assignee? **All (100%)** percent

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

NONE

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **6** day of **April**, 19 **73**
SUN OIL COMPANY (DELAWARE)

By: *V. L. Smith*
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

227556

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM

RECORDED Aug 16 19 73 9:00 A.M.
IN BOOK 49 04 9 PAGE 600
FEES \$ 4.00 Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Lois J. Yake Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By *Wm. M. Lane*
(Authorized Officer)

Chief, Oil &
Gas Section

*Lease extended under 43 CFR 3128.5 to and including
(date) 608069

(Title)

NOTE: This form may be reproduced provided that the copies are not reproductions on one sheet of both sides of the official form is accompanied by the provision of 43 CFR 3128.2.

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April

1973

R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.



My commission expires:
APR 23 1974

Alma M. Boggess
Notary Public in and for said State

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No. -

Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) December 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to an overriding royalty of 3% of 8/8ths and a reassignment clause of 60 days, both in favor of Stanley W. Zysk of 20 Vesey Street, New York, New York 10007; and to a reassignment clause of 60 days in favor of Transcontinent Oil Company, 2300 First National Bank Building, Denver, Colorado 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above)

Township 30 North, Range 114 West, 6th P.M.,
Section 11: NW $\frac{1}{4}$
containing 160.00 acres, more or less
in Sublette County, Wyoming

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 1% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973

215 Security Life Building

R. E. Puckett (Assignor's Signature)

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	Aug 16	19 73	9:00 A.M.
IN BOOK	49	Q + S	PAGE 603
FEES \$	4.00	Aune R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JUL 1 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

666669
603

FOR CLAIMANT
666669

604

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 70 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th
day of May, 1973, personally appeared R. E. Puckett

and

to me known to be the identical person described in and who executed the within
and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required road, as well as in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements. If any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

W-49
HI-49

Name William C. Gehrke
Street 2160 South Adams
City Denver, Colorado
State 80210
ZIP Code

W 4980
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 575

T. 30 N., R. 114 W., 6th Prin. Mer., Wyoming
Sec. 4: Lots 1,2,3,4, 5½

Sublette County

137558

RECORDED	Aug 16	19 73	9:00 A.M.
IN BOOK	49025	PAGE	606
FEES \$	5.00	Aune R. Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			
By Luis J. Gabe Deputy			

Containing a total of 483.80 acres

Annual Rental. \$ 242.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 - 1967

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signature of Signing Officer)

MAR 16 1967

(Date)

ASSISTANT MANAGER, OIL & GAS

(Title)

CERTIFIED

to be a true and complete copy
of the official records on file

SEP 29 1967

W5-3-1

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

608070

No. 237-6322

Parcel Number Applied For: #575
W-0319085
Wyoming...

4980

Do not write below this line

SIMULTANEOUS OIL AND GAS
DRAWING ENTRY CARD
STUB

DO NOT DETACH

No. 237-6322

SEE INSTRUCTIONS
ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number #575
4980 State W-0319085
Wyoming

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of citizens, a corporation organized under the laws of the United States or any State thereof or a municipality organized under the laws of such a State; (2) that applicant's interest in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that applicant is the sole party in interest in this offer and the lease if issued, or if not a sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

William A. Goheler
(Signature of Applicant)

July 1, 1967
(Date)

2160 South Adams, Denver, Colo. 80210

(Address, include zip code)

DO NOT DETACH

INSTRUCTIONS

This card must be properly executed and signed and sent to the appropriate Land Office of the Bureau of Land Management. It must be accompanied by two separate remittances—one for \$10 for the filing fee the other for the 1st year's rental at 50¢ per acre or fraction thereof. Advance rental must be made by cash, certified check, bank cashier's check, money order, or bank draft. Only one parcel may be included on a drawing card.

OTHER PARTIES IN INTEREST

NOTE: Compliance must be made with the provisions of 43 CFR 3123.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Sun's #400802

Serial Number

Wyoming 4980

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

4-1-67

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 4: Lots 1, 2, 3, 4, (N/2 N/2) and S/2
Containing 483.80 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

NONE

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Four percent (4%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By: R. D. Cypher
(Assignor's Signature)

R. D. Cypher, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

137559

SAME LAND DESCRIPTION AS ITEM 1

RECORDED	Aug 16	1973	9:00 A.M.
IN BOOK	49	Oil & Gas	PAGE 609
FEE \$	40.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By: [Signature] Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By: [Signature]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date)

Chief, Oil &
Gas Section
(Title)

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April, 1973


R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

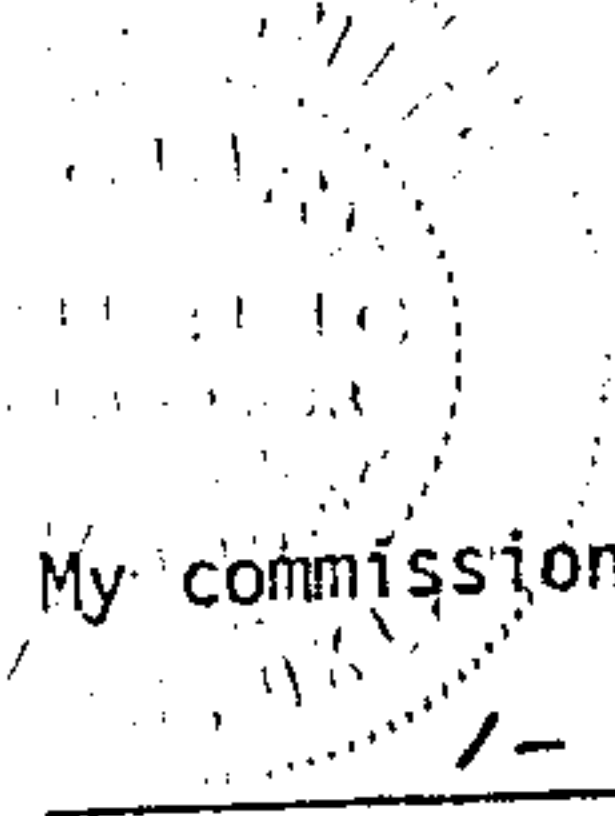
INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On April 10, 1973, before me the undersigned, a Notary Public
in and for said State, personally appeared R. D. CYPHER
known to me to be the person whose name is subscribed to the within instrument
as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me
he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal
and his own name as Attorney in Fact.

WITNESS my hand and official seal.



Kay L. Smith
Notary Public in and for said State

My commission expires:
1-14-76

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 42-R1509

Serial No. W-4980

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I1. Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) **April 1, 1967**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) **Township 30 North, Range 114 West, 6th P.M. Section 4: Lots 1,2,3,4 (N $\frac{1}{2}$ N $\frac{1}{2}$), S $\frac{1}{2}$ containing 483.80 acres, more or less in Sublette County, Wyoming**

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

(This assignment is also subject to an overriding royalty of 3 $\frac{1}{2}$ % of 8/8ths and a reassignment clause of 45 days, both in favor of William C. Gehrke of 2160 South Adams, Denver, Colorado 80210; and subject to an overriding royalty of $\frac{1}{2}$ of 1% of 8/8ths and a reassignment clause of 60 days in favor of Holly Resources Corporation of 1038 Guaranty Bank Building, Denver, Colorado 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above) *K31*

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) **100%**

4. What part of the record title interest is being retained by assignor(s)? **None**

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) **$\frac{1}{2}$ of 1% of 8/8ths**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) **4% of 8/8ths**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973

R. E. Puckett
R. E. Puckett (Assignor's Signature)

215 Security Life Building

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137560

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	<u>Aug 16</u>	1973	<u>9:40 A M</u>
IN BOOK	<u>49 0 48</u>	PAGE	<u>612</u>
FEE \$	<u>4.00</u>	By <u>Aug 2 Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JUL 1 1973

By

By Leo J. Gake Deputy

Alfred W. Hancock

(Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 70 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

A handwritten signature in dark ink, appearing to be "J. B. J.", is written over a horizontal line.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1973, personally appeared R. E. Puckett

and _____, to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that he _____ duly executed the same as his _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, as well as in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 4-1158
Budget B 42-R990.4

Office Wyoming

FILE

A. M. S.

Serial No. W 3782

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs.
1. Miss Mary Bodenhamer
(First Name, Middle Initial, Last Name)

Please notify the
signing officer of any
change of address.

1105 West 22nd Ave.
(Number and Street)

Casper, Wyoming 82601
(City and State)

2. Land requested: State _____ County _____ T. _____ : R. _____ : _____ Meridian

137581

Parcel No. 545

RECORDED Aug 16 19 73 9:00 A M
IN BOOK 49 0 + 4 PAGE 615
FEES \$ 5.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Luis J. Gabe Deputy
Total Area _____ Acres

3. Land included in lease: State Wyoming County Sublette T. 30 N : R. 114 W : 6th P Meridian

Sec. 11: NE 1/4, SW 1/4

Sec. 12: N 1/2 NE 1/4

(Offeror does not fill in this block) Total Area 400.00 Acres Rental retained \$ 200.00

4. Amount remitted: Filing fee \$10, Rental \$ _____, Total \$ _____

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind): _____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by state-ments made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by pro-tracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☐ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amend-ment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this _____ day of _____, 19 _____

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing officer)

Effective date of lease FEB 1 - 1967

DAVID B. MORGAN 11 11 1967
(Title) (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS 608071

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form. In accordance with the provisions of 43 CFR 192.47 (a) FOR CLERK 615

No. **213- 6986**SEE INSTRUCTIONS
ON REVERSE**3782**I HEREBY OFFER to lease for oil and gas
the following identified parcel of land:Parcel Number **545**State **Wyoming**

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

Mary Berlinhamer
(Signature of Applicant)

December 22, 1966
(Date)

1105 West 22nd Avenue, Casper, Wyoming 82601
(Address, include zip code)

DO NOT DETACH

W-6593
618

WSO 1510-5

(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

608071

401-187

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease 2-1-67
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Mrs. Mary Bodenhamer
Street 1105 West 22nd Avenue
City Casper, Wyoming 82601
State
Zip Code

RECEIVED
Bureau of Land Management
Land Office
Casper, Wyoming
JAN 18 1971

7 8 9 10 11 12 1 2 3 4 5 6
A.M. P.M.

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M.

Section 11: NE/4, SW/4

Section 12: N/2 NE/4

and containing 400.00 acres, more or less, located in Sublette County, Wyoming

137562

RECORDED Aug 16 1973 9:40 A.M.
IN BOOK 49048 PAGE 619
FEES 3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Linda G. Clark Deputy

2. What interest was held by the assignor in above-described lands prior to this assignment?

All

3. What percentage of the assignor's interest is being conveyed to assignee? 100% without warranty percent
express or implied

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions;
specify percentage)

None

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

2-1/2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein,
which, when added to overriding royalties or payments out of production previously created and to the royalty payable
to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per
well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowl-
edge and belief and are made in good faith.

Executed this 5th day of January, 1971
SHELL OIL COMPANY
W.B. Phueps
(Assignor's Signature)
(Attorney in Fact)

EVIDENCE OF AUTHORITY OF ATTORNEY-
IN-FACT IS FILED IN WYOMING 05707
AND SUCH AUTHORITY IS STILL IN EFFECT,

P. O. Box 2099
(Assignor's Address)

Houston, Texas 77001

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the
United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

CERTIFIED
to be a true and correct copy
SAME LAND DESCRIPTION AS ITEM 1
FEB 1 1971

CUSTER LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved effective FEB 1 1971

Date approved JAN 25 1971

By Linda M. Phueps
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official
form in accordance with the provisions of 43 CFR 3128.2

608071

1101137

619

ORIGINAL

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 7 day of JAN, 1971

CERTIFIED

to be a true and comparative copy
of the original records on file

FEB 1 11971

THE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Mary Bodenhamer
(Assignee's Signature)

1105 W. 27th - Casper, Wyo.
(Address)

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared W. B. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the Attorney-in-Fact for Shell Oil Company, a corporation, as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 5 day of January, 1971.

GRACE L. LAIRD
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1971

Grace L. Laird
Notary Public in and for
Harris County, Texas

must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to

5. Effect of assignment. Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

-3782
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease 2-1-67
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Wyoming National Bank of Casper
Street Trustee for Dorothy Chorney Pension Trust
City P. O. Box 2799
State
Zip Code Casper, Wyoming 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 30 N, R 114 W, 6th P.M.
Section 11: NE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$
Sublette County, Wyoming
Containing 400.00 acres, more or less.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%
3. What interest is being conveyed to assignee? 100%
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
Three Percent of 8/8ths (3%)
- 4b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8 day of January, 19 71

Mary Bodenhamer
(Assignor's Signature)

1105 West 22nd Ave.
(Assignor's Address)

Mary Bodenhamer

Casper, Wyoming 82601

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1 137583

Assignment approved effective

FEB 1 1971

Date approved

FEB 4 1971

RECORDED	Aug 16	19 73	9:40 A.M.
IN BOOK	49 84 8	PAGE	621
FEES \$	3.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			
By	<u>[Signature]</u> (Authorized Officer)		

*Lease extended under 43 CFR 3128.5 to and including
(date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

608071

For Original?

1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No N/A

b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No (If "yes," specify kind)

A national banking corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. #740

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this 13th day of January

19 71

THE WYOMING NATIONAL BANK OF CASPER,
Trustee for Dorothy Chorney Pension Trust

by

Trust Officer

(Assignee's Signature)

P. O. Box 2799, Casper, WY 82601
(Address)

INSTRUCTIONS

1. Use of form. This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. Qualifications of assignee. Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

It is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. Statement of interest. Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. Overriding royalties or payments out of production. Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment. Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate lease out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3122.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3122.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTZEL BLUE PRINT CO Form 3120-13
134 N. CENTER
CASPER, WYOMING

STATE OF WYOMING
COUNTY OF NATRONA

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8

day of January, 1971, personally appeared: Mary Bodenhamer

and
XXX

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 21, 1971

Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial 4782

623

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

2-1-67-

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Wyoming National Bank of Casper
Street Trustee for Dorothy Chorney Pension Trust
City P. O. Box 2799
State
Zip Code Casper, Wyoming 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 30 N, R 114 W, 6th P.M.
Section 11: NE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$
Sublette County, Wyoming

THE FOLLOWING CLAUSE IS MADE A PART OF THIS INSTRUMENT

4c. In the event Assignee desires to surrender said lease by non-payment of rental or for any purpose at any time as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease.

MB

Mary Bodenhamer
(Assignor's Signature)

1105 West 22nd Ave.
(Assignor's Address)

Mary Bodenhamer

Casper, Wyoming 82601

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective FEB 1 1971

Date approved FEB 4 1971

By [Signature]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

608071

623

For Claimant

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 3782

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

2-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Section 11: NE/4, SW/4

Section 12: N/2 NE/4

Containing 400.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions: specify percentage)

NONE

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)
Three and one-half percent (3½%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

Executed this 10 day of April, 1973
SUN OIL COMPANY (DELAWARE)

By: R. D. Cypher
(Assignor's Signature)

R. D. Cypher, Attorney in Fact

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

MAY 1 1973

Assignment approved effective

Date approved MAY 21 1973

*Lease extended under 43 CFR 3128.5 to and including
(date)

By: Shirley M. Lane

(Authorized Officer)

Chief, Oil &
Gas Section

(Title)

NOTE: This form may be reproduced provided that the copies be made in accordance with the provisions of 43 CFR 3125.2

reproductions on one sheet of both sides of this form. PRODUCED BY SUN OIL COMPANY, P. O. BOX 2039, TULSA, OKLAHOMA 74102

137564

RECORDED	Aug 16	1973	9:00 A.M.
IN BOOK	49 C & G	PAGE	624
FEES \$4.00	Aime K. Clark	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE			

By: Louis J. Cypher

CLAIMANT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

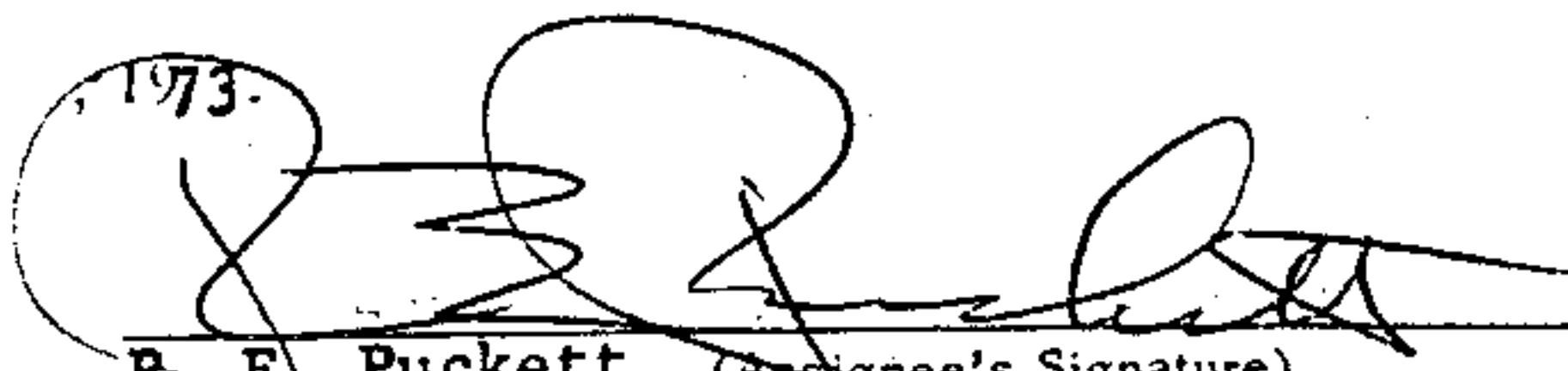
ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**

1973

R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to

qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 10, 1973, before me the undersigned, a Notary Public
in and for said State, personally appeared R. D. CYRER

known to me to be the person whose name is subscribed to the within instrument
as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me
he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal
and his own name as Attorney in Fact.

WITNESS my hand and official seal.



Ray K. Smith
Notary Public in and for said State

My commission expires:

1-14-76

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A
OMB NO. 42-R1599

Serial No. W-3782

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) February 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to an overriding royalty of 3% of 8/8ths and a reassignment clause of 30 days, both in favor of Mary Bodenhamer of 1105 West 22nd Avenue, Casper, Wyoming 82601; and subject to an overriding royalty of 1/2 of 1% of 8/8ths and a reassignment clause of 60 days, both in favor of The Wyoming National Bank of Casper, Trustee for Dorothy Chorney Pension Trust, of Box 2799, Casper, Wyoming 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above)

Township 30 North, Range 114 West, 6th P.M.
Section 11: NE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$
containing 400.00 acres, more or less
in Sublette County, Wyoming
(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) $\frac{1}{2}$ of 1% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3 $\frac{1}{2}$ % of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973

R. E. Puckett (Assignor's Signature)

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137585

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 19 73 9:00 A.M.
IN BOOK 47 048 PAGE 627
FEES \$4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective JUL 1 1973

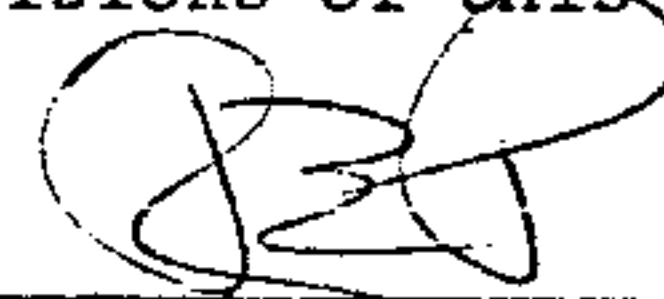
By [Signature] (Authorized Officer)

Chief, Oil &
Gas Section
(Title)

AUG 8 1973
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 70 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th
day of May, 1973, personally appeared R. E. Puckett

and

to me known to be the identical person described in and who executed the within
and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required well, as well as in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignor by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases, (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102)

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

Name
Street
City
State
ZIP CodeWayne M. Cope
408 Cornell
Liberal, Kansas 67901W 4979
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 574

T. 30 N., R. 114 W., 6th Prin. Mer., Wyoming
Sec. 5: Lots 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
T. 31 N., R. 114 W.
Sec. 32: E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

Sublette County

Containing a total of 600.29 acres

Annual Rental \$ 300.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 - 1967

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signature of Signing Officer)

ASSISTANT MANAGER, OIL & GAS

(Title)

MAR 16 1967
(Date)

187336

RECORDED	Aug 16	19 73	9:00 AM
IN BOOK	49 Oil & Gas	PAGE	630
FEES \$	6.00	anne K Clark	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lois J. Yake Deputy

608072

No. **200-7190**

SEE INSTRUCTIONS — —
ON REVERSE

4373

I HEREBY OFFER to lease for oil and gas
the following identified parcel of land:

Parcel Number **574**

State **Wyoming**

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1155 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

Wayne M. Cope
(Signature of Applicant)

2/23/67
(Date)

Wayne M. Cope, 408 Cornell, Liberal, Kansas
(Address, include zip code)

DO NOT DETACH

LEASE TERMS

Section 1. Rights of lessee.—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(b) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(c) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(d) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(e) **Taxes and wages, freedom of purchase.**—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(f) **Equal Opportunity clause.**—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon;

(2) polluting the waters of reservoirs, streams or rivers; (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Deliver premises in cases of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements of rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. Drilling producing restrictions.—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. Heirs and successors-in-interest.—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into, and form a part of this lease so far as the same may be applicable.

WSO 3122-3
(Revised Nov.66)

SUPPLEMENT TO SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2 (q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations or operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

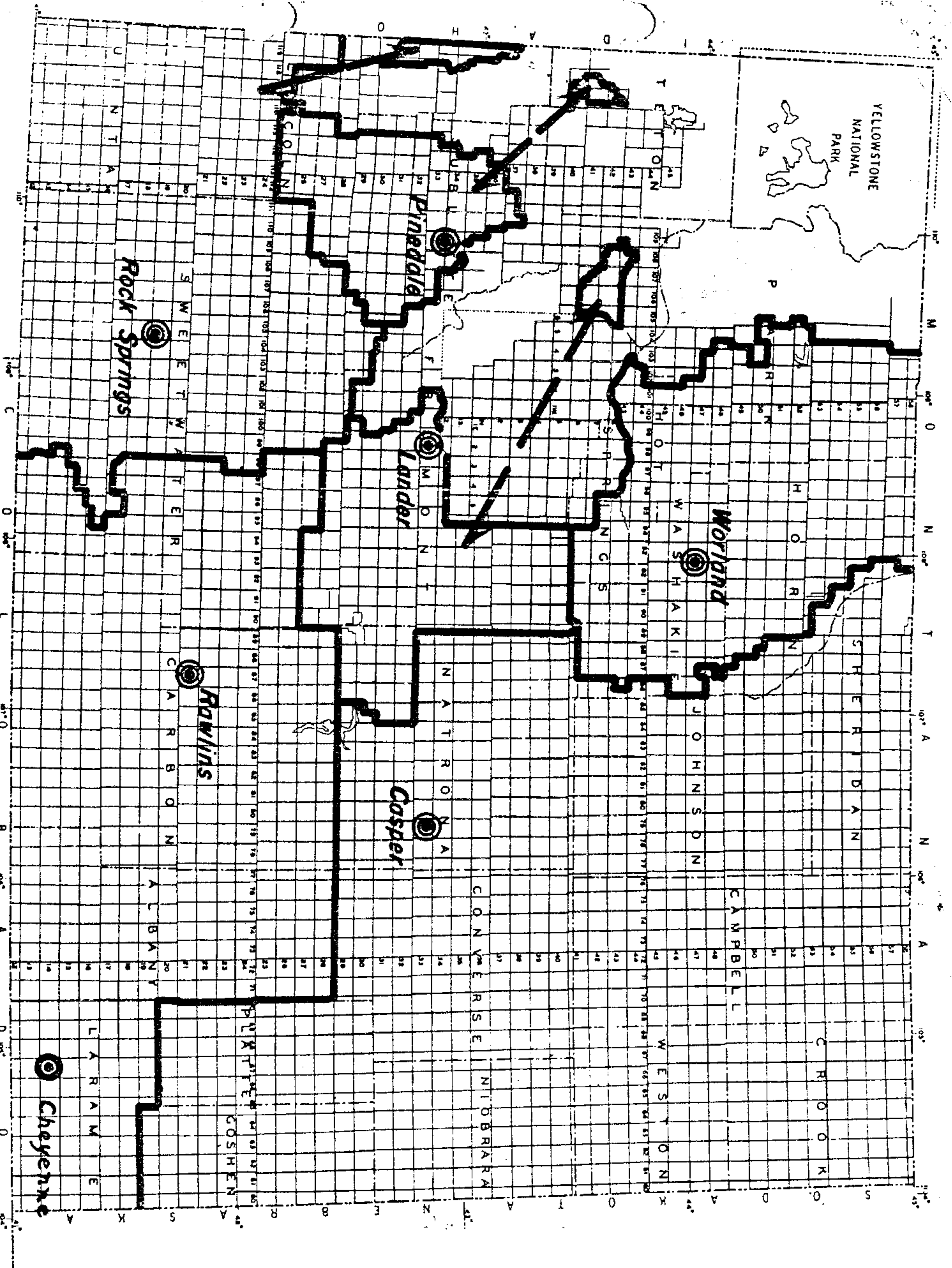
ADDRESSES AND TELEPHONE NUMBERS OF DISTRICT OFFICES

Casper District Office Bureau of Land Management 300 North Center Street Casper, Wyoming 82601	265-4310
Lander District Office Bureau of Land Management 431 Main Street Lander, Wyoming 82520	332-4220
Pinedale District Office Korfanta Building Pinedale, Wyoming 82941	367-4471
Rawlins District Office Suite 22, Osborne Building Rawlins, Wyoming 82301	324-3461
Rock Springs District Office 126 Elk Street Rock Springs, Wyoming 82901	362-6613
Worland District Office 1700 Robertson Avenue Worland, Wyoming 82401	347-3213

608072

405000

WYOMING



634

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

WYOMING 4979

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

4-16-79

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **FRANK L. SHOGRIN**
Street **P. O. Box 5752**
City **Denver, Colorado**
State **80217**
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County
Township 30 North, Range 114 West, 6th P. M.
Section 5: Lot 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Township 31 North, Range 114 West, 6th P. M.
Section 32: E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

Containing 600.29 acres m/l

2. What interest was held by the assignor in above-described lands prior to this assignment?

Full

3. What percentage of the assignor's interest is being conveyed to assignee? **Undivided $\frac{1}{2}$ - 50** percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)
None

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **18** day of **October**, 1969.

X Wayne M. Cope
(Assignor's Signature)
Wayne M. Cope

408 Cornell, Liberal, Kansas
(Assignor's Address)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective **JAN 1 - 1970**

Date approved **JAN 28 1970**

*Lease extended under 43 CFR 3128.5 to and including
(date)

RECORDED **Aug 16** 19 **73** 9:00 A.M.
IN BOOK **49 O+G** PAGE **635**
FEES \$ **4.00** **Ann Clark** COUNTY CLERK
SUBLETTE COUNTY WYOMING

By *William W. Lane*
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS

608072

(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

401620

635

FOR CLAIMANT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing District in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 18 day of October, 1969


(Assignee's Signature)

Frank L. Shogrin

Box 5752, Denver, Colorado 80217

(Address)

INSTRUCTIONS

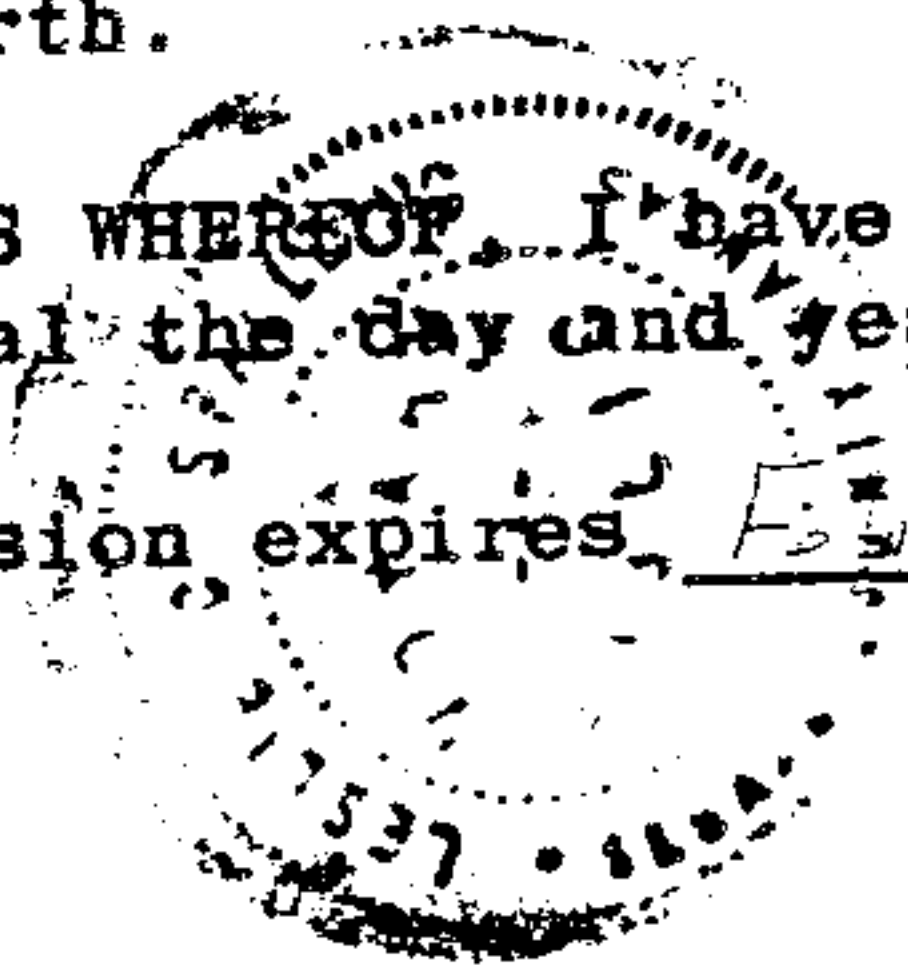
- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* *must* be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
- Qualifications of assignee.** Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee *must* indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF KANSAS)
) ss.
COUNTY OF Sevier)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 18th day of October, 1969, personally appeared Wayne M. Cope, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires Feb. 3, 1973.



Leslie C. Spaulding
Notary Public
Leslie C. Spaulding

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

WYOMING 4979 ✓

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
April 1, 1967

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

(name) Raymond Chorney
P. O. Box 144
(address) Casper, Wyoming 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County
Township 30 North, Range 114 West, 6th P.M.
Section 5: Lot 3, 4, S $\frac{1}{2}$ NW $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$
Township 31 North, Range 114 West, 6th P.M.
Section 32: E $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$

Containing 600.29 acres, m/1

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage) Three percent (3%)

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 31 day of October, 19 69


(Assignor's Signature)
FRANK L. SHOGRIN (S.S.# 509-24-0654)
P. O. Box 5752, Denver, Colorado 80217
(Assignor's Signature)
WAYNE M. COPE (S.S.# 511-28-7803)
408 Cornell, Liberal Kansas

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED Aug 16 19 73 9:47 AM
IN BOOK 49 048 PAGE 638
FEES \$ 5.00 and Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMINGAssignment approved effective JAN 1 - 1970Date approved JAN 28 1970By 
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS

*Lease extended under 43 CFR 3128.5 to and including
(date) 608072

(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

ASSIGNMENT RIDER

639

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease. WML

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this 16 day of Dec, 19 69

(Assignee's Signature)

(Address)

STATE OF KANSAS)
COUNTY OF Seward) S.S.

I, the undersigned Notary Public, do hereby certify that on the 31st day of October, 19 69, personally and in person appeared

Wayne M. Cope

~~and~~
the signor of the above instrument personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and being informed of the contents thereof duly acknowledged to me that he freely and voluntarily signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth, ~~including the release and waiver of the right of homestead.~~

Given under my hand and official Notarial seal this 31st day of October, 19 69.

My commission expires:

Feb. 3, 1973

Leslie C. Spaulding
Notary Public, whose place of residence is

Leslie C. Spaulding

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this 31st day of October, 19 69

(Assignee's Signature)

with acknowledgment added

(Address)

INSTRUCTIONS

1. Use of form. This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. Qualifications of assignee. Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including partnership), the assignment must be accompanied by a statement giving the same, showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. Statement of interests. Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold each lease interest. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. Overriding royalties or payments out of production. Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment. Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations, 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120-13
(August 1964)
(formerly 4-1175)

STATE OF Colorado
COUNTY OF Denver

ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of October, 19 69, personally appeared Frank L. Shogrin

and

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires August 29, 1973

Elizabeth A. Carter
Notary Public

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 4979

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

4-1-67

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 5: Lots 3, 4, S/2 NW/4, E/2 SW/4, SE/4
Township 31 North, Range 114 West, 6th P.M.

Section 32: E/2 NE/4, W/2 SE/4, containing 560.29 acres, more or less.

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignor agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment?

100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%)

percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Four percent (4%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of April, 1973
SUN OIL COMPANY (DELAWARE)

By: R. D. Cypher
(Assignor's Signature)

R. D. Cypher, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

*Lease extended under 43 CFR 3128.5 to and including (date)

RECORDED	Aug 16	19 73	9:04 A.M.
IN BOOK	4902	PAGE	642
FEE \$4.00	Wm R. Clark	COUNTY CLERK	
SUBLETTE COUNTY WYOMING			

By: [Signature] Deputy

By: [Signature] (Authorized Officer)

Chief, Oil &
Gas Section

(Title)

NOTE: This document may be reproduced provided that the copier pay the reproduction fee of \$1.00 per page. This document is not to be reproduced on one sheet of both sides. CLERK

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment.

1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

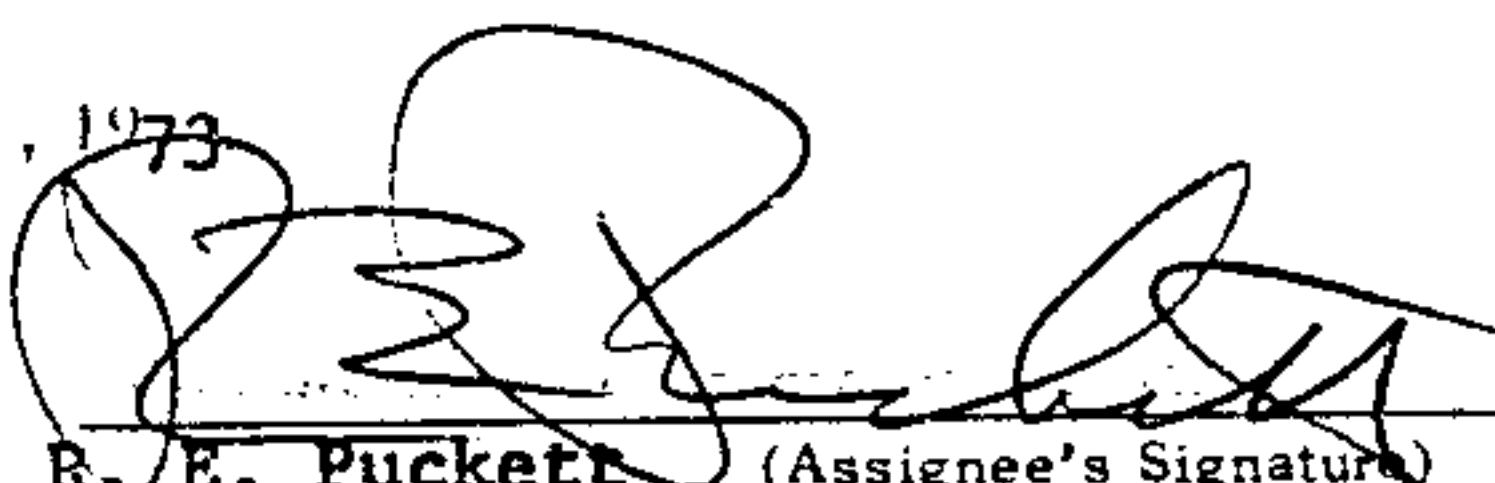
ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April

1973


R. E. Puckett (Assignee's Signature)

215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the names of the voting stock and of all of the stock owned by officers or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and qualifications must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, a reference by serial number to the record of such filing, taken filed, together with a statement as to any changes, will be sufficient. With respect to

qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

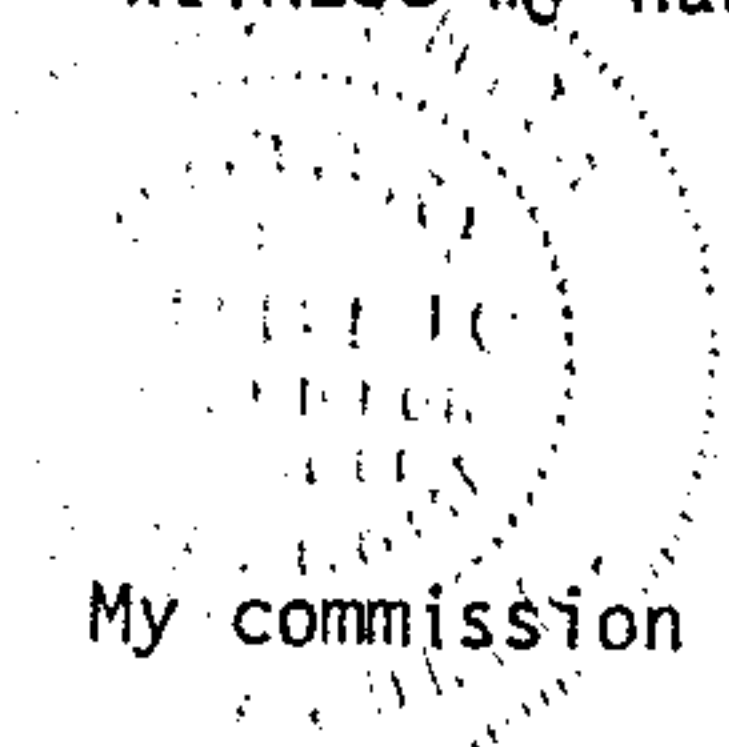
5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-3128.5 relate to assignments of such leases or interests thereon.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 10, 1973, before me the undersigned, a Notary Public
in and for said State, personally appeared R. D. CYPHER
known to me to be the person whose name is subscribed to the within instrument
as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me
he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal
and his own name as Attorney in Fact.

WITNESS my hand and official seal.



Way K. Smith
Notary Public in and for said State

My commission expires:

1-14-76

))

))

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY

New Serial No.

Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) April 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to an overriding royalty of 3% of 8/8ths and a reassignment clause of 30 days, both in favor of Wayne M. Cope of 408 Cornell, Liberal, Kansas, and Frank L. Shogrin of Box 5752, Denver, Colorado 80217; and subject to an overriding royalty of 1% of 8/8ths and a reassignment clause of 45 days in favor of Raymond Chorney of Box 144, Casper, Wyoming 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities, as described above)

Section 30 North, Range 114 West, 6th P.M.
Section 5: Lots 3, 4, S1/4NW1/4, E1/4SW1/4, SE1/4
Township 31 North, Range 114 West, 6th P.M.
Section 32: E1/4NE1/4, W1/4SE1/4
containing 560.29 acres, more or less
in Sublette County, Wyoming

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 1/2 of 1% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 4% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 1973

R. E. Pickett (Assignor's Signature)

215 Security Life Building

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

137570

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Aug 16 1973 9:01 A.M.
IN BOOK 49 OF 11 PAGE 645
FEES \$4.00 Anne L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Jim J. Galt Deputy

Assignment approved effective JUL 1 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

FOR CLAIMANT

608072

645

62997

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph shall not exceed the cash consideration paid for this assignment.

A handwritten signature, possibly "J. B. J.", is written over a horizontal line.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th
day of May, 1973, personally appeared R. E. Puckett

and _____
to me known to be the identical person _____, described in and who executed the within
and foregoing instrument of writing and acknowledged to me that he _____ duly executed the same as his _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Vicki E. Ogul
Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required well, except in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

- A. Certification of assignee
3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

- **Jill G. Thomas**
P. O. Box 28
Bakersfield, California 93302

Name
Street
City
State
ZIP Code

W 7336

(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease:

Parcel No. 638

T. 30 N., R. 114 W., 6th Prin. Mer., Wyoming
Sec. 29: S $\frac{1}{2}$
Sec. 30: SE $\frac{1}{4}$

Sublette Co.

137571

RECORDED	<i>Aug 16</i>	19 <i>73</i> <i>2:02 A</i> M
IN BOOK	<i>49049</i>	PAGE <i>648</i>
FEES \$ <i>6.00</i>	<i>Aune R. Clark</i>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

Containing a total of **480.00** acres

Annual Rental. \$ **240.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: **AUG 1 1967**

THE UNITED STATES OF AMERICA

By *David B. Morgan*
(Signature of Signing Officer)

JUL 18 1967

(Date)

ASSISTANT MANAGER, OIL & GAS
(Title)

608073

No.

3- 9397

SEE INSTRUCTIONS
ON REVERSEI HEREBY OFFER to lease for oil and gas
the following identified parcel of land:

Parcel Number 638

State WYOMING

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel if such a lease is issued by the Bureau of Land Management as a result of this drawing.

Jill G Thomas
(Signature of Applicant)JUN 21 1967
(Date)

JILL G. THOMAS

P. O. BOX 28, BAKERSFIELD, CALIF. 93302
(Address, include zip code)

DO NOT DETACH

(2) **POSSIBLE** for **values of** **parameters**, **section**, **1991**. 1.1.1.

Sec. 3. The lessor reserves:
(1) Easements and rights of way.—The right to permit for

Sec. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States as amended (41 U.S.C. Sec. 27) and Secs. 431, 452, and 453 Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may apply.

SUPPLEMENT TO SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2 (q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations or operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
431 Main Street
P. O. Box 589
Lander, Wyoming 82520 332-4220

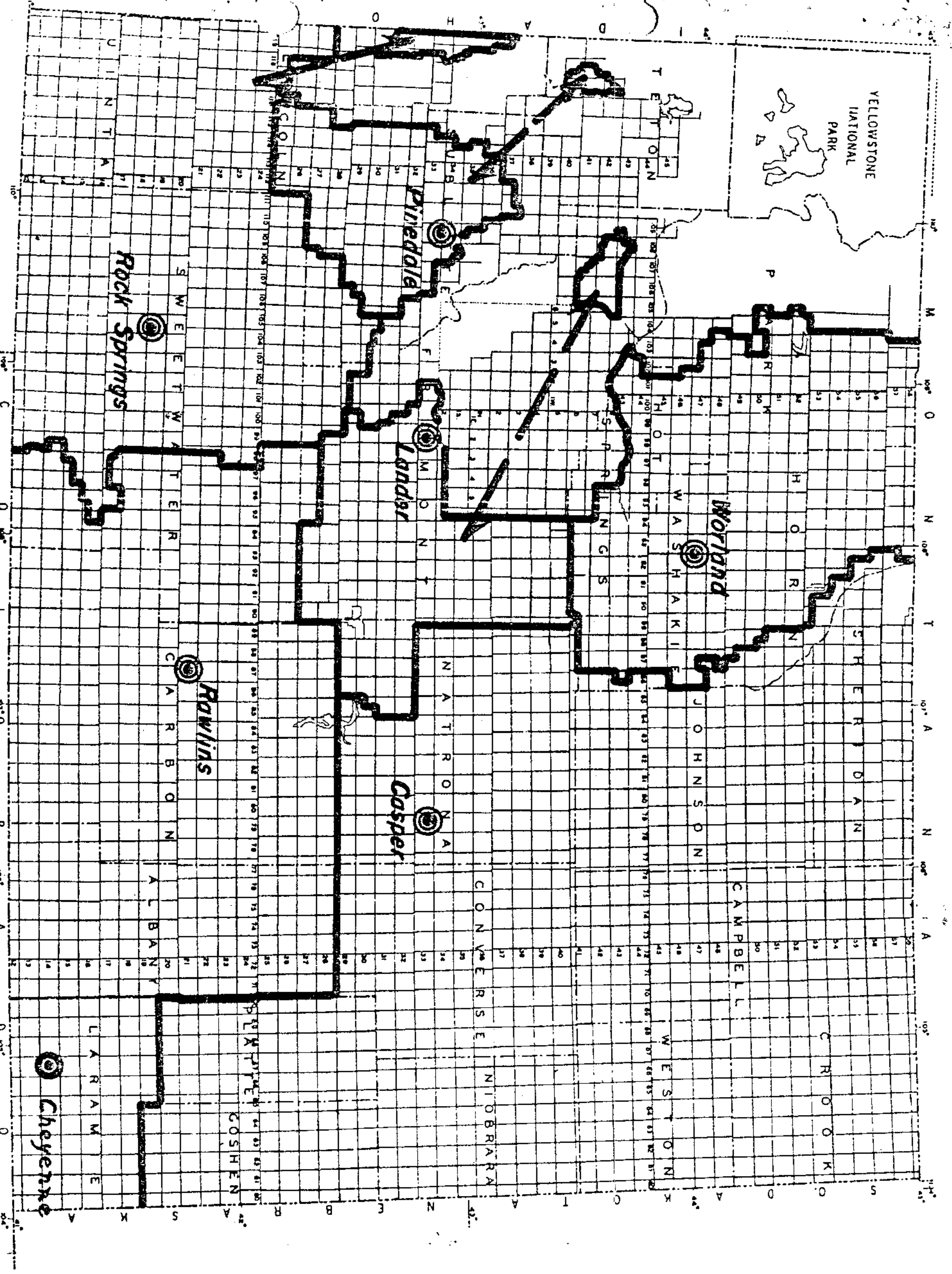
District Manager
Bureau of Land Management
Suite 22, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 188
Pinedale, Wyoming 82941 367-4471

District Manager
Bureau of Land Management
300 North Center Street
Casper, Wyoming 82601 265-4310

608073
401858



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W-733

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **RAYMOND CHORNEY**
Street **P. O. Box 144**
City **Casper, Wyoming,**
State
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
- State of Wyoming, County of Sublette**
Township 30 North, Range 114 West, 6th P.M.
Section 29: S1/2
Section 30: SE1/4
containing 480.00 acres, more or less.

Assignee agrees that if during the term of said lease, a rental payment shall become due or it becomes necessary to extend the term of said lease and assignee does not desire to pay said rental or extend the term of said lease, then assignee shall reassign said lease to assignor sixty (60) days prior to the date on which said rental must be paid, or on which application to extend said lease may be filed. Assignee further agrees that if at any time assignee desires to surrender said lease, in whole or in part, assignee will reassign to assignor the interest assignee desires to surrender. Assignee's liability for failure to comply with the reassignment provisions hereof shall not exceed the cash consideration paid for this assignment.

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

Five Per Cent (5%) Overriding Royalty

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) **None**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **5th** day of **August**, 19 **68**

Jill G. Thomas

(Assignor's Signature)

P. O. Box 22 1307

(Assignor's Address)

Newport Beach, California 92663
~~Bakersfield, California 93302~~

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: **SAME LAND DESCRIPTION AS ITEM-1**
137572

RECORDED <u>Aug 16</u>	19 <u>73</u> <u>9:00 AM</u>
IN BOOK <u>49 O+G</u>	PAGE <u>653</u>
FEES \$ <u>3.00</u>	<u>Audie R. Clark</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

Assignment approved effective **NOV 1 - 1968**

Date approved **NOV 8 1968**

By [Signature]

(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date) 608073

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

401853

653

FOR CLAIMANT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind) _____
- c. If a corporation, attach qualifications or if already on file, give serial number of case file. _____
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this 14 day of Oct, 19 68


(Assignee's Signature)

with acknowledgment added

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120-13
(September 1964)
(formerly 4-1175)

STATE OF **CALIFORNIA**
COUNTY OF **KERN**

SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this **5th** day of **August**, 19 **68**, personally appeared **Jill G. Thomas**

and

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

CATHERINE L. HOFF, Notary Public
My Commission Expires August 2, 1971

My Commission Expires

CATHERINE L. HOFF

NOTARY PUBLIC - CALIF.
PRINCIPAL OFFICE IN


Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

San's 01858

Serial Number

Wyoming 7336

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

8-1-67

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name R. E. Puckett
Street 215 Security Life Building
City 1616 Glenarm Place
State Denver, Colorado 80202
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 29: S/2
Containing 320.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment?

100%

3. What percentage of the assignor's interest is being conveyed to assignee?

All (100%)

percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Five percent (5%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 1973
SUN OIL COMPANY (DELAWARE)

By: [Signature]
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

137573

SAME LAND DESCRIPTION AS ITEM 1

RECORDED	Aug 16	19 73	2:00 A.M.
IN BOOK	49 048	PAGE	655
FEE \$	4.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By [Signature]
By Lois Dyke Deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By [Signature]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date)

Chief, Oil &
Gas Section

(Title)

608073

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O. BOX 2039, TULSA, OKLAHOMA 74102

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**

1973

R. E. Puckett (Assignee's Signature)

215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

(Address)

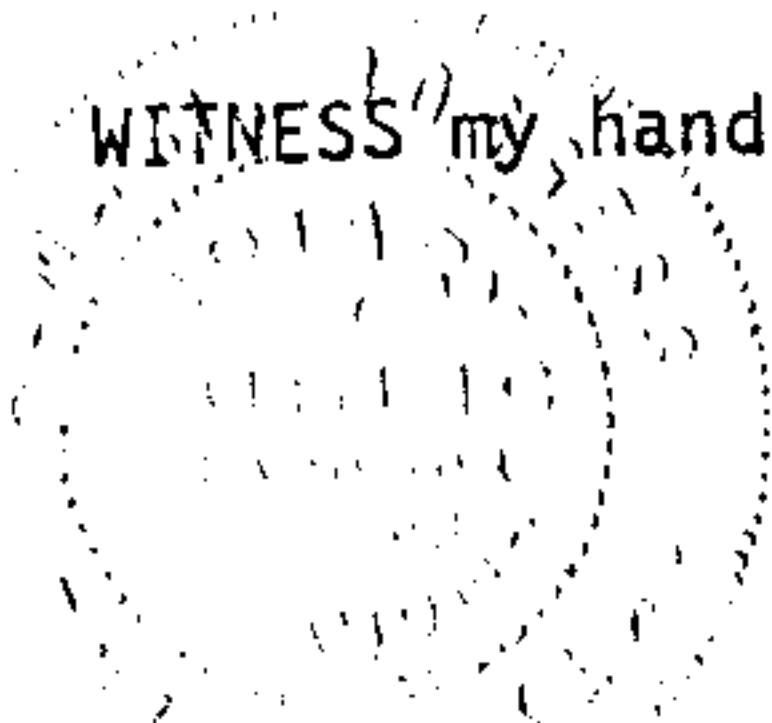
INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts ther-of, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
- Qualifications of assignee.** Assignee *must* indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.



Alma M. Bogue
Notary Public in and for said State

My commission expires:
APR 23 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

658

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-7336

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

1. Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) August 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3) (This assignment is also subject to an overriding royalty of 5% of 8/8ths and a reassignment clause of 60 days both in favor of Jill G. Thomas of Box 1307, Newport Beach, California 92663; and to a reassignment clause of 75 days in favor of Raymond Chorney of Box 144, Casper, Wyoming 82601. Assignee by acceptance of this assignment assumes all previous reassignment obligations and liabilities as described above)

Township 30 North, Range 114 West, 6th P.M.
Section 29: S $\frac{1}{2}$
containing 320.00 acres, more or less
in Sublette County, Wyoming

(This assignment is subject to the reassignment clause attached herewith and made a part hereof.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 5% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 19 73

R. E. Puckett (Assignor's Signature)

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

237574

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	Aug 16	19 73	9:00 AM
IN BOOK	4904	PAGE	658
FEES \$	4.00	By	Aune K Clark
COUNTY CLERK			
SUBLETTE COUNTY, PINEDALE, WYOMING			

Assignment approved effective JUL 1 1973

By

(Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

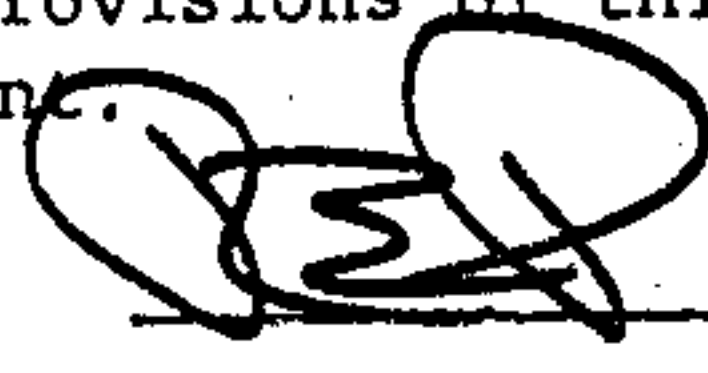
(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

CLAIMANT

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 659
---85--- days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____,

19____

BOULDER, COLORADO 80505

SEE RECORDED FILE NUMBER

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF _____
COUNTY OF COLORADO } ss.
DENVER

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ 4th _____ day of _____ May _____, 19____ 73, personally appeared _____ R. E. Puckett _____

and _____
to me known to be the identical person _____ described in and who executed the within _____
and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed the same as _____ his _____
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 26, 1976

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, as well as in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form ap
Budget B 42-R99014

Office **WYOMING**

Serial No. **W 2696**

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr.
Mrs.
1. Miss **James A. Bodenhammer**
(First Name, Middle Initial, Last Name)

1105 West 22nd Avenue
(Number and Street)

Casper, Wyoming 82601
(City and State)

2. Land requested: State _____ County _____ T. _____ : R. _____ : Meridian _____

137575

Parcel #524

RECORDED	<u>Aug 16</u>	19 <u>73</u>	<u>9:04 AM</u>
IN BOOK	<u>4904 G</u>	PAGE	<u>661</u>
FEE \$	<u>5.00</u>	<u>Anna R. Clark</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			
<u>By Lois J. Gake Deputy</u>		Total Area	Acres

3. Land included in lease: State **WYOMING** County **Sublette** T. **31N** : R. **11W** : **31st P.** Meridian

Sec. 29: West, North, East

(Offeror does not fill in this block) Total Area **160.00** Acres Rental retained \$ **80.00**

4. Amount remitted: Filing fee \$10, Rental \$ _____, Total \$ _____

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind): _____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☐ is ☐ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this _____ day of _____, 19 _____

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By Daniel B. Morgan
(Signing officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

NOV 10 1966
(Date)

Effective date of lease **DEC 1 1966**

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS **608074**

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42(a).

No. 192-1570

SEE INSTRUCTIONS
ON REVERSEI HEREBY OFFER to lease for oil and gas
the following identified parcel of land:

Parcel Number 524

662

W 2696

State

Wyoming

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4-1158 or 4-1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

James A. Bottenhamer
(Signature of Applicant)

October 20, 1966
(Date)

1105 West 22nd Avenue, Casper, Wyoming 82601

(Address, include zip code)

DO NOT DETACH

LEASE TERMS

SECTION 1. Rights of lessee.—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, pipelines, or other structures, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and holding thereafter as oil or gas is produced in paying quantities; subject to any oral agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of 12 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessee a bond in the penal sum of \$17,200 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) To file a general lease bond in a sum double the amount of a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or pool thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties to interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessee, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessee in full each month for the estimated loss of revenue through drainage in the amount determined by said Director; (2) at the expiration of the lease, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessee in advance an annual rental at the following rates:

- (a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
 - (1) For each lease year a rental of 50 cents per acre or fraction of an acre.
- (b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
 - (1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, 42 per acre or fraction of an acre.
 - (2) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessee in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (2) above.

Royalty on production.—To pay the lessee 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or less a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessee, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessee, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(5) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(6) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to

none of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(7) **Statements, plans and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plan showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(8) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when requested. All information obtained under this paragraph, upon the request of the lessor, shall not be open to inspection by the public until the expiration of the lease.

(9) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessor, shall not be open to inspection by the public until the expiration of the lease.

(10) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for, or unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(11) **Taxes and liens, freedom of purchase.**—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to record all workmen and employees' complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(12) **Non-discrimination clauses.**—In connection with the performance of work under this contract, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Non-discrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all-qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this Non-discrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Non-discrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided*, however, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(8) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(9) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U. S. C. sec. 351).

(10) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(11) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(12) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any furrows and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessee may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(13) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(14) **Delivery premises in case of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessee reserves:

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas thereon, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair price.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to section 1 of the act, as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plan or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) **Taking of royalties.**—All rights pursuant to section 35 of the act, to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. Drilling and producing restrictions.—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After utilization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency not authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. Forfeiture in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 51 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 51 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 8. Heirs and successors-in-interest.—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filed in on a typewriter or printed plainly in ink and must be signed in ink.
2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.
3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.
4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(b). If less than five copies are filed, the offeror will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.
5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.
6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.
7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1103, the land offeror reserves the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40s, in which case such separate lease will be issued. If the lease is amended to include the omitted land, the lease term will be the same as though the added land had been included in the original lease when it was issued.
8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned. The assignment must be signed by the assignor. In other instances assignments will not be approved prior to the issuance of a lease for the lands covered by the offer.

requirements of section 192.42a or the lands are not entirely within an area of 8 miles square or an area of 4 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e) (4) (ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement under the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e) (4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (d) (a) and (5) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

- Item 1.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42(d). All of the land must be within a 8-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.
- Item 2.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.
- Item 3.—The total amount remitted should include a \$10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The \$10 filing fee is refundable on a certain basis, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes less or irregular quarter-quarter or less area of which is not known to the offeror, rental may be paid for the purpose of the offer on the basis of each such quarter-quarter section containing 40 acres. If the offer is withdrawn

will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of \$1.50 an acre on all the leased land as the yearly rental on such lands is 42 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-216 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4-467 Lands potentially irrigable; 4-468 (a) Lands within the flow limits of a reservoir; 4-468 (b) Lands withdrawn from the drainage area of a constructed reservoir; 4-1203 Lands withdrawn for power purposes; and 4-1203, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (d).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by notes and bounds or protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offering forth the nature and extent of the interest of each, the nature of the agreement between them if oral, and a copy of the agreement if written. A statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

wy 6612
664

WSO 1510-5

(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

608074

400882

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-2696

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

12-1-66

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name: James A. Bodenhamer
Street: 1105 West 22nd Avenue
City: Casper, Wyoming 82601
State: Wyoming
Zip Code: 82601

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming

NOV 4 1978

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 31 North, Range 114 West, 6th P.M.
Section 29: W $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$

and containing 160.00 acres, more or less, in Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100% without Warranty, ~~express~~
express or implied

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions;
specify percentage)

None

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 2 $\frac{1}{2}$ %

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this day of OCT 21 1978 . . . 19

SHELL OIL COMPANY

By

(Assignor's Signature)

Attorney-in-Fact

1700 Broadway

(Assignor's Address)

Denver, Colorado 80202

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

LAND DESCRIPTION

CERTIFIED

ITEM 11 comparative copy
the official records on file

137576

RECORDED Aug 16 19 73 9:00 AM
IN BOOK 49 0 + 8 PAGE 665
FEES \$ 4.00 Aune R Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

MAY 15 1973

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

By David F. Lake Deputy

Assignment approved effective DEC 1 1970

Date approved NOV 13 1970

By [Signature]
(Authorized Officer)

Lease extended under 43 CFR 3123.5 to and including
(date)

"ACTING ASSISTANT MANAGER, OIL & GAS"
(Title)

Notes: This form may be reproduced from or that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3123.5

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this day of NOV 3 1970 , 19

CERTIFIED

to be a true and comparative copy
of the official records on file

MAY 15 1973

CHEYENNE LAND OFFICE

BUREAU OF LAND MANAGEMENT

James A. B. [Signature]
(Assignee's Signature)
1105 West 22nd
Casper, Wyoming 82601
(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

I, Rhonda J. Holt, a Notary Public in and for said County and State, do hereby certify that W. B. Phillips, to me personally known, and known to me to be the same person who executed the foregoing instrument as Attorney-in-Fact of SHELL OIL COMPANY, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Attorney-in-Fact of said corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal OCT 21 1970.

Rhonda J. Holt
NOTARY PUBLIC

My commission expires June 16, 1973.

Form 3120-13
(December 1968)

KINTZE, BLUE PRINT CO.
124 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-2696

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

12-1-66

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name William C. Kirkwood
Street P. O. Box 1706
City Casper, Wyoming
State 82601
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 31 N, R 114 W, 6th P.M.

Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Sublette County, Wyoming

Containing 160.00 acres, more or less

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

One-half of one percent of 8/8ths ($\frac{1}{2}\%$)

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4 day of November, 19 70

James A. Bodenhamer
(Assignor's Signature)
James A. Bodenhamer

1105 West 22nd Ave
(Assignor's Address)
Casper, Wyoming 82601

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

137577

RECORDED Aug 16 19 73 9:00 A
IN BOOK 490 + 1 PAGE 668
FEES \$ 3.00 anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective DEC 1 1970

Date approved NOV 13 1970

*Lease extended under 43 CFR 3128.5 to and including (date) _____

By Alfred W. Smith
(Authorized Officer)

"ACTING ASSISTANT MANAGER, OIL & GAS"
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this 4 day of November, 1970

William C. Kirkwood
(Assignee's Signature)

William C. Kirkwood
P. O. Box 1706, Casper, Wyoming 82601
(Address)

INSTRUCTIONS

- Use of form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, co-terminus agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of assignee.** Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.
- Overriding royalties or payments out of production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3124.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3124, of which sections 3124.1-6 relate to assignments of such leases or interests therein.
- A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.**

KINTZEL BLUE PRINT CO Form 3120-13
134 N. CENTER
CASPER, WYOMING

STATE OF Wyoming } ss. Oldahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF Natrona } Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL
4th

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of November, 19 70 personally appeared James A. Bodenhamer

XXX
to me known to be the identical person described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires January 21, 1971 Shavel Halgano Notary Public.

Form 3120-13
(December 1968)

KINTZLE BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-2696

TO BE FILED IN BY LAND OFFICE

Effective Date of Base Lease

12-1-66

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **Transcontinent Oil Company**
Street **First National Bank Building**
City **Denver, Colorado**
State **80202**
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 31 N, R 114 W, 6th P.M.
Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Sublette County, Wyoming
Containing 160.00 acres, more or less.

2. What interest was held by the assignor in above-described lands prior to this assignment?

100%

3. What interest is being conveyed to assignee?

100%

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

Two and one-half percent of 8/8ths (2 $\frac{1}{2}$ %)

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) $\frac{1}{2}\%$

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **16** day of **November**, 19 **70**


(Assignor's Signature)

William C. Kirkwood

P. O. Box 1706

(Assignor's Address)

Casper, Wyoming 82601

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: **SAME LAND DESCRIPTION AS ITEM 1**

137578

RECORDED Aug 16 19 73 9:00 A.M.
IN BOOK 49 O & G PAGE 670
FEES \$ 4.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective **DEC 1 - 1970**

Date approved **DEC 1 - 1970**

By 
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date)

ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

THE FOLLOWING CLAUSE IS MADE A PART OF THIS INSTRUMENT

671

c. In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. In the event Assignee assigns said lease, in whole or in part, Assignee herein shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.



REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Colorado corporation

- c. If a corporation, attach qualifications or if already on file, give serial number of case file. **W-0345777 (Nebr)**
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this **18th** day of **November**, 19**70**

ATTEST:

Wendall E. Haley, Sec. - Treas.

TRANS-CONTINENT OIL COMPANY

By:

(Assignee's Signature)

Charles C. Hughes, President

2300 First National Bank Building

Denver, Colorado 80202

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTZEL BLUE PRINT CO Form 3120-13
124 N. CENTER
CASPER, WYOMING

STATE OF **Wyoming**
COUNTY OF **Natrona**

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this **16th**

day of **November**, 19**70**, personally appeared **William C. Kirkwood**

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that **he** duly executed the same as **his** free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires **January 21, 1971**

Paul Helgand Reen
Notary Public.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

Wyoming 2696

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

12-1-66

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 31 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 29: W/2 NW/4, NW/4 SW/4, SE/4 SE/4
Containing 160.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? All (100%) percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions: specify percentage)

NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)

Three percent (3%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6 day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By: V. L. Smith
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is
filed in W-047077
and such authority is still
in effect.

P. O. Box 2039

(Assignor's Address)

Tulsa, Oklahoma 74102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

*Lease extended under 43 CFR 3128.5 to and including
(date) 608074

Chief, Oil &
Gas Section
(Title)

NOTES: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides. REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O. BOX 2039, TULSA, OKLAHOMA 74102

674

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21st day of April

19 73


R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each* must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.
2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.
3. *Statement of interests.* Assignee *must* indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.
4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.
6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Alma M. Bogan
Notary Public in and for said State

My commission expires:

APR 23 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

676

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-2696

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

1.

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) December 1, 1966, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 31 North, Range 114 West, 6th PM
Section 29: W $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$
Sublette County, Wyoming

Containing 160.00 Acres, more or less

(This assignment is also subject to the reassignment clause attached herewith and made a part hereof)

(This assignment is subject to an overriding royalty of 1/2 of 1% of 8/8ths in favor of James A. Bodenhamer of 1105 West 22nd Ave., Casper, Wyoming 82601, and also subject to an overriding royalty of 2 1/2% of 8/8ths and a reassignment clause of 30 days, both in favor of William C. Kirkwood, Box 1706, Casper, Wyo 82601 and a reassignment clause of 45 days in favor of Transcontinent Oil Company, 2300 First Nat'l Bank Bldg., Denver, Colo 80202. Assignee by acceptance of this assignment assumes all previous reassignment obligations & liabilities as described above.)

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

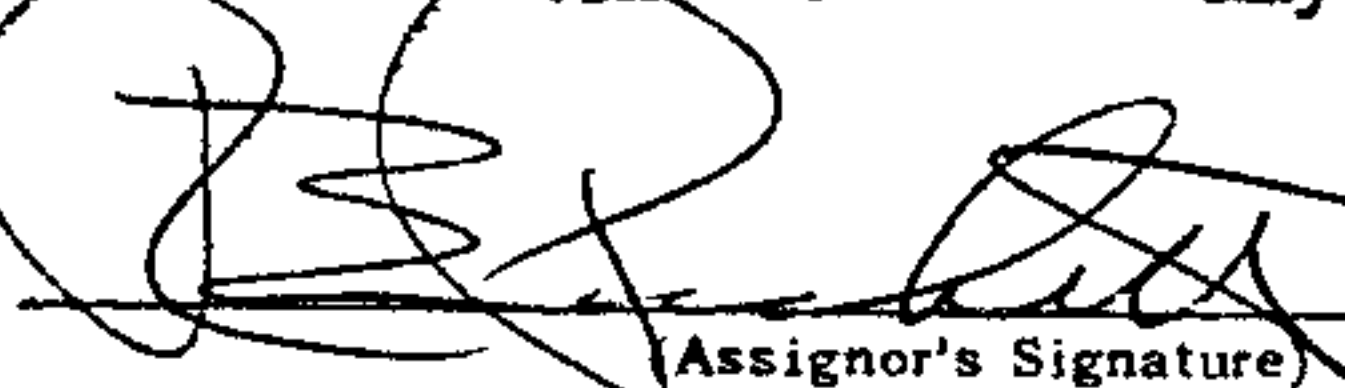
5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions: specify percentage.) One Per Cent of Eight-Eighths (1% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three Per Cent of Eight-Eighths (3% of 8/8ths)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of May, 19 73


Assignor's Signature

R. E. Puckett

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

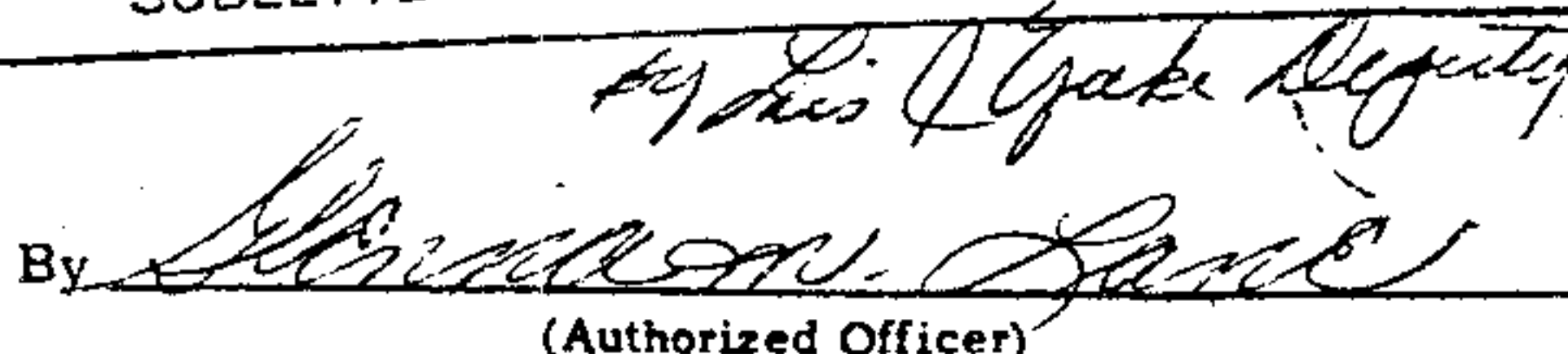
137580

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	Aug 16	19 73	9:00 A M
IN BOOK	4904	PAGE	676
FEES \$	4.00	and	Clark
COUNTY CLERK			
SUBLETTE COUNTY PINEDALE, WYOMING			

Assignment approved effective JUL 1 1973

By 
(Authorized Officer)

Chief, Oil &
Gas Section

AUG 8 1973

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

677

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of \$10 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

RECORDED

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19 _____

19

BUREAU OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVEROklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1973, personally appeared R. E. Puckett

and to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7/26/76

Notary Public

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required road, as well as in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified here self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

- A. Certification of assignee
 3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102)

4. Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASES W-052918 A, W-052918 C, W-0319084,
W-0319084 A, W-0319084 B, & W-0319084 C.
 DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That EARL D. SPRAGUE, P.O. Box 2004, CASPER, WYOMING
 82601

Assignor (whether one or more), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
H.M. KLAENHAMMER	1335 SOUTH WOLCOTT STREET, CASPER, WYOMING 82601	$\frac{1}{2}$ OF 1%

Being in all a total of an undivided ONE-HALF OF ONE PERCENT overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in SUBLETTE County, State of WYOMING, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

W-052918 A T.30N., R.115W., 6TH P.M.
 SEC. 12: E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 CONTAINING 120.00 ACRES MORE OR LESS.
W-052918 C T.30N., R.115W. 6TH P.M.
 SEC. 12: NW $\frac{1}{4}$ NW $\frac{1}{4}$
 CONTAINING 40.00 ACRES MORE OR LESS.
W-0319084 T.30N., R.115W., 6TH P.M.
 SEC. 11: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
 CONTAINING 120.00 ACRES MORE OR LESS.

W-0319084 A T.30N., R.115W., 6TH P.M.
 SEC. 2: N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
 CONTAINING 120.00 ACRES MORE OR LESS.
W-0319084 B T.30N., R.115W., 6TH P.M.
 SEC. 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$
 CONTAINING 40.00 ACRES MORE OR LESS.
W-0319084 C T.30N., R.115W., 6TH P.M.
 SEC. 2: SE $\frac{1}{4}$ SE $\frac{1}{4}$
 containing 40.00 acres, more or less

WITNESS our hands this 8TH day of AUGUST, 19 73.

137698

RECORDED <u>August 17</u>	19 <u>73</u>	<u>9:00 A.M.</u>
IN BOOK <u>49 Oil & Gas</u>	PAGE <u>679</u>	
FEES \$ <u>2.25</u> <u>anne R. Clark</u> COUNTY CLERK		
SUBLETTE COUNTY, PINEDALE, WYOMING		

By Lisa J. Tucker Deputy

Earl D. Sprague
 EARL D. SPRAGUE

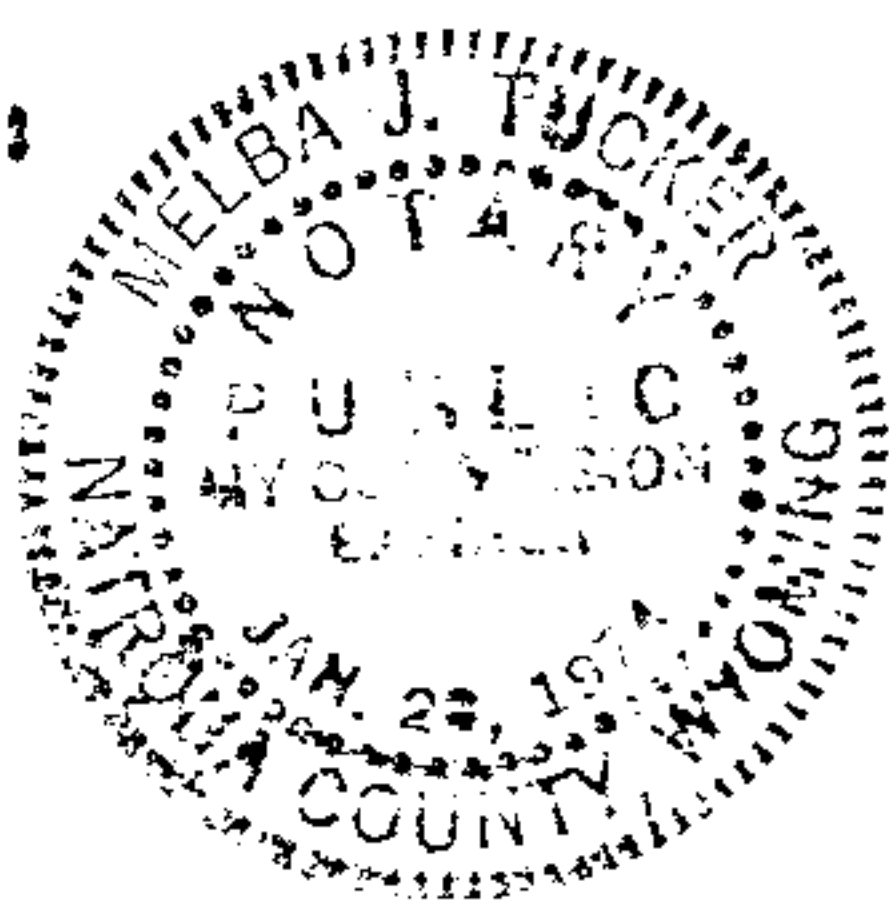
ACKNOWLEDGMENT

STATE OF WYOMING
 COUNTY OF NATRONA } ss.

On this 10th day of AUGUST, 19 73, personally appeared before me EARL D. SPRAGUE, the signer of the above instrument, who duly acknowledged to me that HE executed the same.

Witness my hand and official seal.

My commission expires:



Melba J. Tucker
 Notary Public

WHEN RECORDED RETURN TO:

H. M. KLAENHAMMER
 1335 SO. WOLCOTT ST.
 CASPER, WYOMING 82601

INSTRUMENT OF SURRENDER

WHEREAS, DEPCO, Inc., a Delaware Corporation, is the present record owner and holder of the oil and gas leases recorded in the Office of the Register of Deeds of the County of Sublette, State of Wyoming and described below:

LESSOR AND LANDS IN LEASEDATE OF LEASERECORDED
BOOK PAGE

0300883

Robert L. McNeel et ux

July 1, 1969

43 O&G, 235

T. 37 N., R. 113 W.

Section 26: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 35: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

WHEREAS, under the terms of said leases, lessee is given the right at any time or times to release and surrender all or any portion of said leases and thereafter be relieved of any and all obligations under said leases;

NOW, THEREFORE, the said DEPCO, Inc., does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessors named in said leases, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said leases.

DATED THIS 10th DAY OF August 19 73.

ATTEST:

DEPCO, Inc.

Michael D. Shepard
Michael D. Shepard, Secretary

By A. P. Tiddens
A. P. Tiddens, President

STATE OF COLORADO)

) ss.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of August, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:

May 26, 1976

John Hois
Notary Public

137634

RECORDED	<u>August 20</u>	19 <u>73</u>	<u>9:00 A</u> M
IN BOOK	<u>49 O&G</u>	PAGE	<u>680</u>
FEE \$	<u>2.12</u>	<u>Arne R. Clark</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By Lisa J. Gake Deputy

This Overriding Royalty Assignment, made this 11th day of May, 1973, by and betweenArden R. Bolandwhose address is P.O. Box 2283 Casper, Wyoming 82601hereinafter called Lessee; and Stanley M. Edwardswhose address is ~~XXXXXXX 376 XXXXX CASPER, WYOMING 82601~~ 555 17th St., Denver, Colorado 80202

hereinafter called Assignee;

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated _____

December 1, 1972 bearing Serial No. W-37314, of the U. S. Land & Survey Office, at _____Cheyenne, Wyoming 82601 which lease, in so far as covered by this Royalty Assignment, contains thefollowing described lands (hereinafter referred to as said lands), situated in Sublette County, State ofWyoming to wit:Township 27 N. Range 115 W. 6th P.M.Sec. 29: Lots 1, 2, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32: Lots 1 thru 12, NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$

1281.52 Acres more or less

NOW, Therefore, in consideration of the premises and the sum of Ten or more Dollars, and other valuable con-

sideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto

Assignee, his heirs and assigns, an overriding royalty interest of One and one-half percent ofeight eighths (1 $\frac{1}{2}$ % of 8/8ths)

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to _____

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Arden R. Boland
Arden R. Boland
P.O. Box 2283 Casper, Wyoming
LESSOR

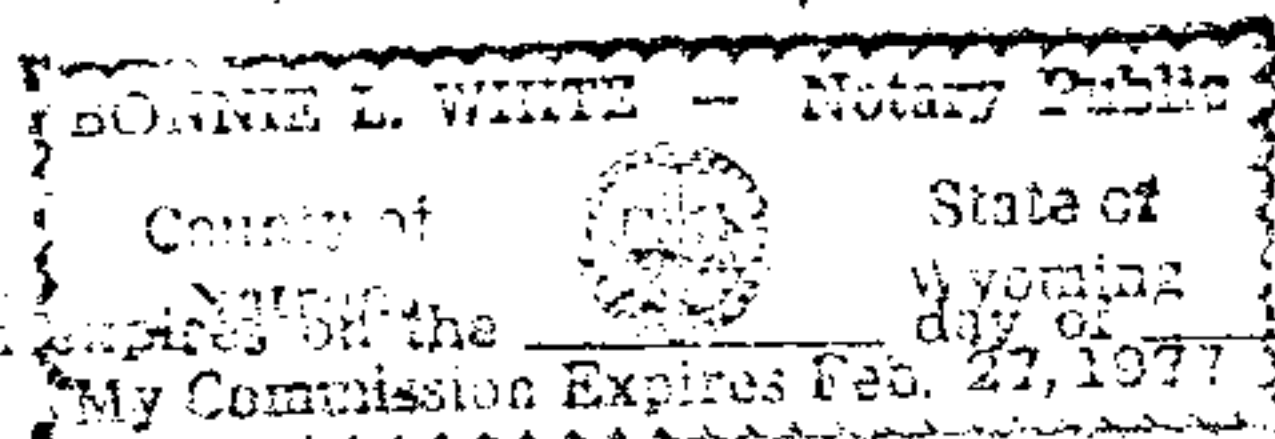
STATE OF WyomingCOUNTY OF Natrona

ss:

ACKNOWLEDGEMENT
Single or MarriedOn this 11th day of May, 1973, before me personally appearedArden R. Boland Box 2283, Casper, Wyoming 82601

to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or 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 effect of signing and acknowledging the said instrument.

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



Bonnie L. White
NOTARY PUBLIC

A.D., 19

681

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

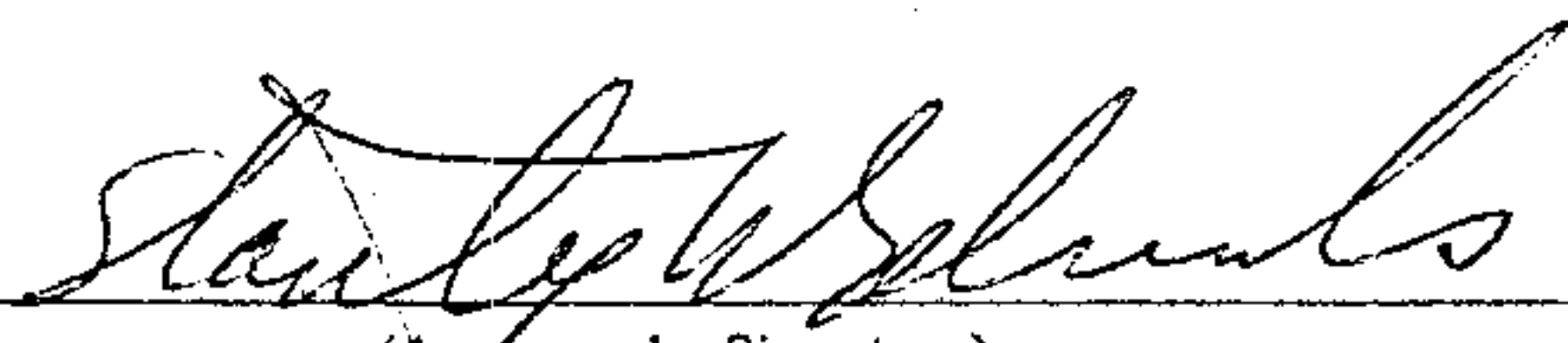
A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-signed's knowledge and belief and are made in good faith.

Executed this 11 day of May, 19 73


 Stanley H. Edwards (Assignee's Signature)

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

555.17th Street, Denver, Colorado 80202

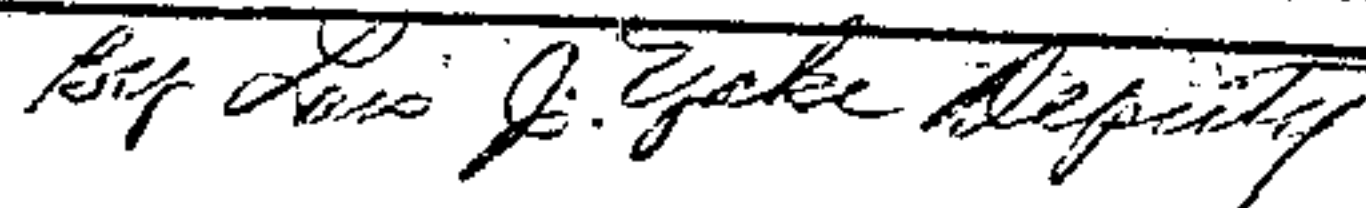
XX

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

137660

RECORDED	August 22	19 73	7:00 AM
IN BOOK	49 Oil & Gas	PAGE	681
FEE \$	3.00	Clerk	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

By  Deputy

After recording please return to:
 Edward M. Boland,
 Box 2283,
 Casper, Wyoming 82601

STATE OF MONTANA, COUNTY OF SHERIDAN
RECORDED AT 12:05 O'CLOCK P.M. July 6, 1973
BOOK PAGE 363009 CO. RECORDER: FEB 52

363009

INDEXED

BOOK 383 PAGE 358
SHERIDAN COUNTY MT

State of Delaware



BOOK E115 PAGE 858
BOOK 737 PAGE 76

BOOK 678 PAGE 5

Reception No. 498911 Recorded 5-25-73
8:00 o'clock A.M. MARY GRAVES, Recorder

Office of Secretary of State

I, Robert H. Reed, Secretary of State of the State of Delaware,

do hereby certify that the Certificate of Agreement of Merger of the "PUBCO PETROLEUM CORPORATION", a corporation organized and existing under the laws of the State of New Mexico, merging with and into the "MESA PETROLEUM CO.", a corporation organized and existing under the laws of the State of Delaware, under the name of "MESA PETROLEUM CO." was received and filed in this office the thirtieth day of April, A.D. 1973, at 2 o'clock P.M.;

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware.

STATE OF UTAH } ss
COUNTY OF CARBON }
FILED AND RECORDED FOR
Mesa Petroleum Co.
JUL 23 2 39 PM '73

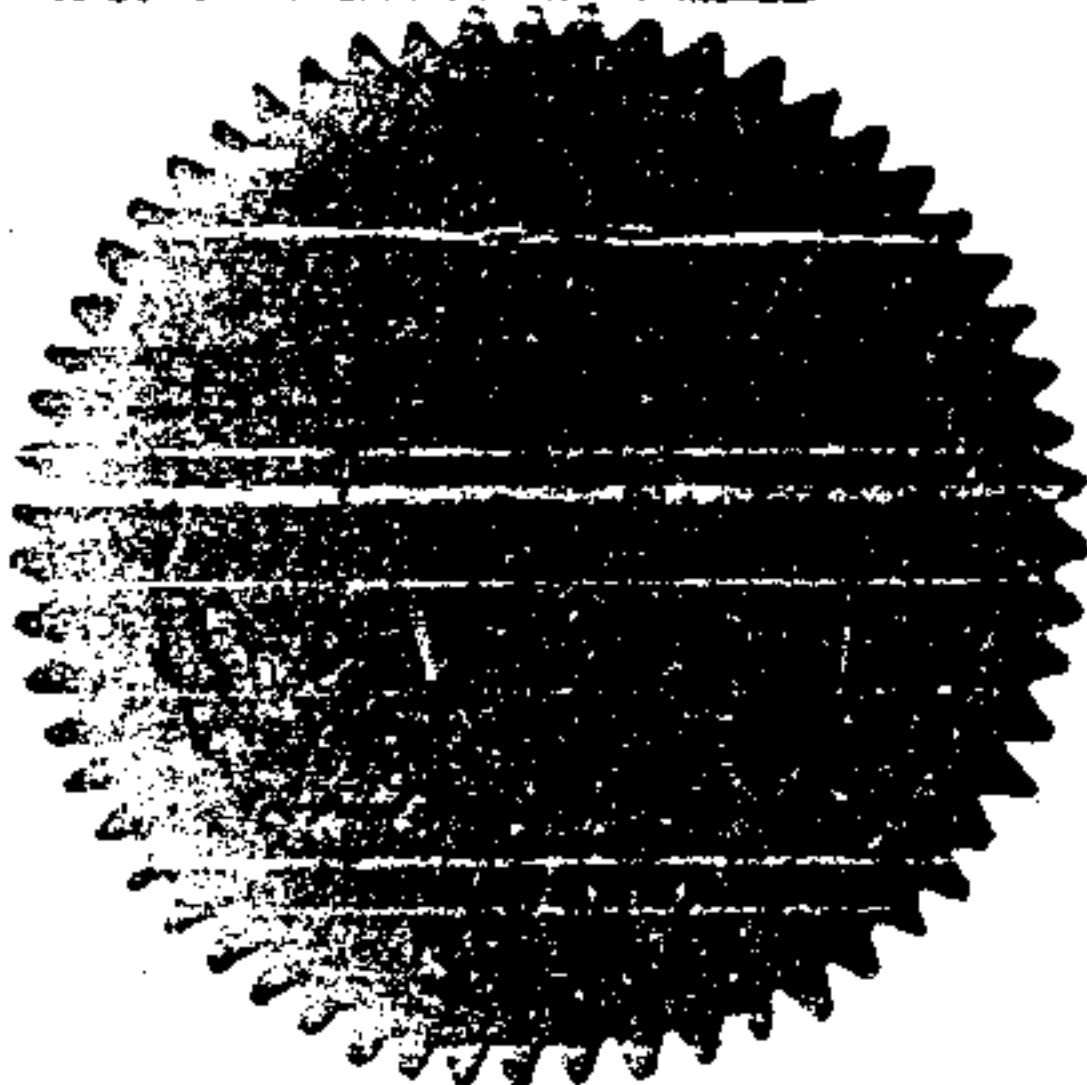
RECEPTION NO. 579981 RECORDED MAY 16 1973
8 O'CLOCK A.M. CLIFFORD D. GARVER, JR., RECORDER

BOOK 140 OF RECORDS
PAGE 438
ANN O'BRIEN
COUNTY RECORDER

In Testimony Whereof, I have hereunto set my hand

and official seal at Dover this thirtieth day of April in the year of our Lord one thousand nine hundred and seventy-three.

Entry No. 128580
Indexed ☒ ☒
Abstracted ☐
Rec. Fee 2.00



Robert H. Reed

Secretary of State

W. B. Biddle

Asst Secretary of State

FORM 122

498911

BOOK E115 PAGE 859

579981

Wm. Petroleum Company

70

Wm. Petroleum Company

354

STATE OF COLORADO }
COUNTY OF MORGAN } ss.

I hereby certify that this instrument was filed for

record in my office at *Deco* o'clock

on *MAY 16 1973* 19 and is

day recorded in Book *737* Page No. *26*

Clifford D. Carver, Jr. Recorder

Deputy Deputy

FEES \$ *1.50*

MICROFILM
COMPARED
INDEXED

State of Colorado }
County of Logan } ss.

I hereby certify that the instrument was filed

for record in my office, at *8:00* o'clock

a.m., *May 25 1973* and is duly

recorded in book *678*, page No. *5*

John H. H. H. H. Recorder

Deputy Deputy

SECRETARY OF STATE

DOVER, DELAWARE

STATE OF MONTANA, }
County of Richland, } ss.

328044

Filed for Record
this *6* day of *August*

A. D. 19 *73* at *9:56* o'clock *P.* M.

and duly recorded in volume *E-115*
at page *858-859*

Wm. Petroleum Company, Montana

John H. H. H. County Recorder

Wm. Petroleum Company

P.O. Box 7009

Amesbury, Texas 79105

RECORDED'S OFFICE } ss.

Red Willow Co., Nebr. }

Filed for Record this *11* day of

June 19 *73* at the hour of

2:30 o'clock *P.* M. and recorded in

book number *57* Page *364*

John H. H. H. County Clerk

Deputy Deputy

RECORD BOOK

COMPARED

NUMERICAL

GRANTOR

GRANTEE

CHARGED

137671

RECORDED AUGUST 23 1973 9:40A

IN BOOK 49 011 & Gas PAGE 683

FEES \$3.00 Anne R. Clark COUNTY CLERK

SUBLETTE COUNTY CLERK

by *John H. H. H.* Deputy

PHOTOCOPIED
INDEXED

STATE OF KANSAS, }
EDWARDS COUNTY } ss.

This instrument was filed for Record on

the *28* day of *August* 1973

at *10:30* o'clock *A.* M. and duly recorded

in Book *533* Page *364* Fee *\$3.00*

John H. H. H. Register of Deeds

Deputy Deputy

300-102

STATE OF NEW MEXICO

BOOK E115 PAGE 860

Reception No. 498910 Recorded 5-25-73
8:00 o'clock A M. MARY GRAVES, Recorder

BOOK 737 PAGE 75

BOOK 678 PAGE 4



BOOK 383 PAGE 359
 SHERIDAN COUNTY, MT

Certificate of Filing

United States of America }
 State of New Mexico } ss.

RECEPTION NO. 579980 RECORDED MAY 16 1973
8:00 O'CLOCK A M. CLIFFORD D. GARVER, JR., RECORDER

It Is Hereby Certified that there was filed for record in the office of the State Corporation Commission of the State of New Mexico on the Thirtieth day of April, 1973

ARTICLES OF MERGER

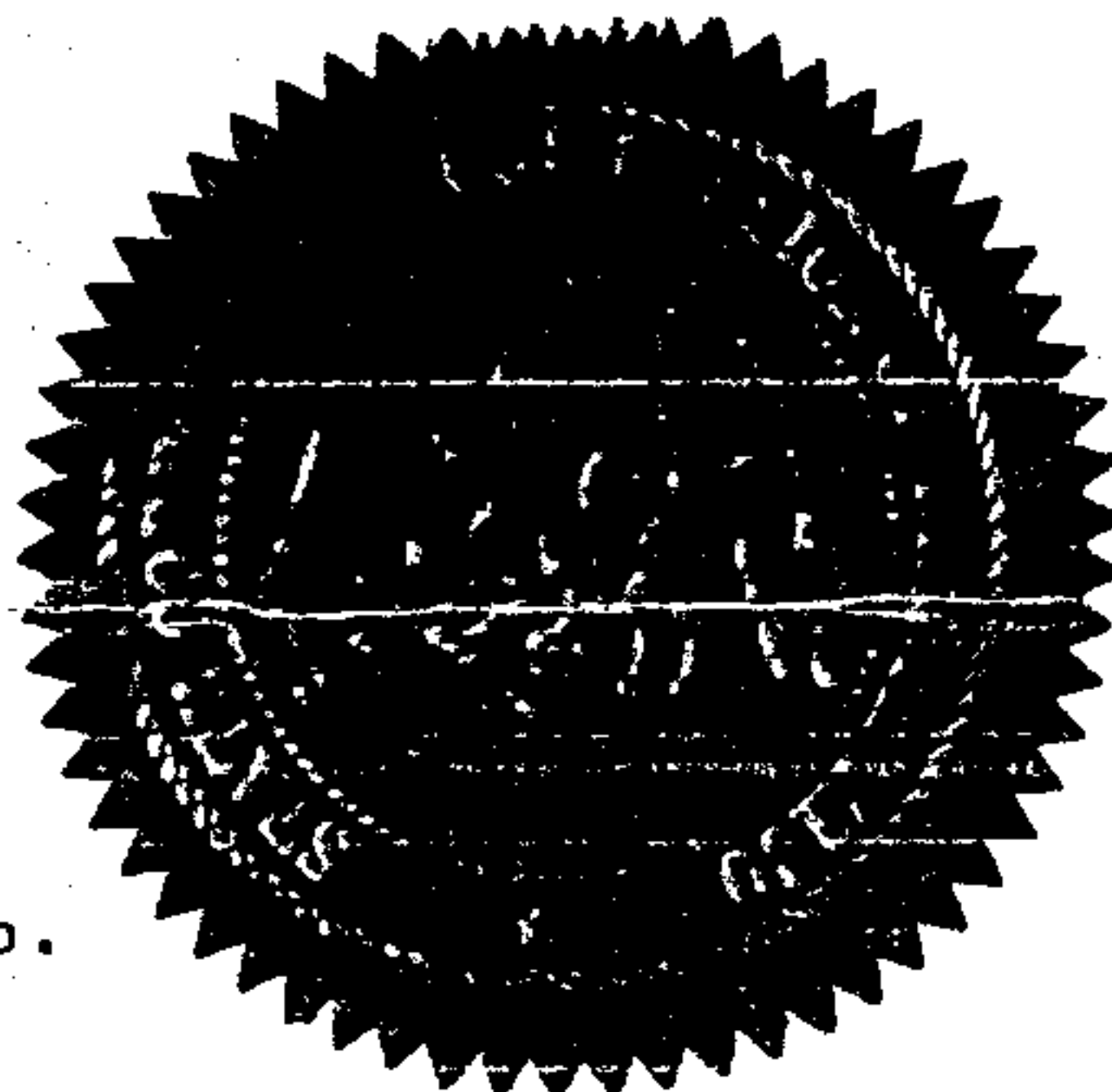
whereby

PUBCO PETROLEUM CORPORATION,
 a New Mexico corporation,

is merged into

MESA PETROLEUM CO.,
 a Delaware corporation,

pursuant to the provisions of the
 New Mexico Business Corporation Act.



In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe on this Thirtieth day of April, 1973

STATE OF UTAH } ss
 COUNTY OF CARBON }
 FILED AND RECORDED FOR
 Mesa Petroleum Co.
 JUL 23 2 39 PM '73

BOOK 140 OF Records Entry No. 128579
 PAGE 437 Indexed ✓ ✓
 ANN O'BRIEN Abstracted _____
 COUNTY RECORDER Rec. Fee 2.00

Attest:

Albert P. Benavides

ALBERT P. BENAVIDES, Director

John Abraham

JOHN ABRAHAM, Chairman

363010 INDEXED

STATE OF MONTANA, COUNTY OF SHERIDAN
 RECORDED AT 12:00 O'CLOCK P M. July 6, 1973
 BOOK 140 PAGE 437 RECORDER: EHB

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING Y
 Y
COUNTY OF SUBLETTE Y

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, INEXCO OIL COMPANY, 1200 Houston Club Building, Houston, Texas, 77002, does hereby transfer and assign, without warranty of title, unto:

		An Undivided Interest of
Oil & Gas Futures, Inc. of Texas	2200 S. Post Oak Rd., Houston, TX 77027	9.000%
Terra Resources, Inc.	4th National Bank Bldg., Tulsa, OK 74119	4.500%
Waymon G. Peavy	211 N. Ervay Bldg., Dallas, TX 75201	4.500%
Pinedale Corporation	60 Broad St., New York, NY 10004	3.125%
Rainbow Resources, Inc.	515 Lakeside Nat'l. Bank Bldg., Denver, CO 80212	1.792%
Petroleum Resources Co.	P.O. Box 1111, Cushing, OK 74203	2.083%

being all of Inexco's right, title and interest in and to the Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof, insofar as such leases cover the lands described in Exhibit "A".

This assignment is expressly made subject to any overriding royalties previously reserved.

Executed this 1st day of August, 1973.

ATTEST:

INEXCO OIL COMPANY

Assistant Secretary

William G. Goodwin, Vice President

107776

RECORDED	August 30	19 73	9:00 A.M.
IN BOOK	49 Oil & Gas	PAGE	687
FEE \$	13 ⁰⁰	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

By [Signature] Deputy

STATE OF TEXAS Y
 Y
COUNTY OF HARRIS Y

On this 1st day of August, 1973, before me personally appeared William G. Goodwin, to me personally known, who, being by me duly sworn, did say that he is Vice President of INEXCO OIL 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 William G. Goodwin acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of August, 1973.

My commission expires:
DONNA S. BURGESS
622-450-01-0101

Donna S. Burgess
NOTARY PUBLIC

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK PAGE
WY1-892	Richard D. Wilson, et al	Erving Wolf	4-10-67	Township 34 North, Range 109 West, 6th P.M. Section 32: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{2}$ containing 160 acres, more or less	41 329
WY1-895	J. Chauncey Clark et ux	Erving Wolf	4-10-67	Township 33 North, Range 109 West, 6th P.M. Section 6: Lot 4, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Township 34 North, Range 109 West, 6th P.M. Section 31: Lot 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Township 33 North, Range 110 West, 6th P.M. Section 1: Lot 1 containing 303.63 acres, more or less	41 311
WY1-896	Marjorie Hagenstein	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 14: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23: NW $\frac{1}{4}$ Section 22: NE $\frac{1}{4}$ containing 480 acres, more or less	41 315
WY1-898	Thurston Doyle et ux	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 10: NW $\frac{1}{4}$.NE $\frac{1}{4}$, less one (1) acres in the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ containing 39 acres, more or less	41 313

LEASE NUMBER LESSOR LESSEE DATE DESCRIPTION RECORDED BOOK PAGE

1-899	Edward F. Steele, et ux	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 6: Lot 2 Township 34 North, Range 109 West, 6th P.M. Section 31: NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 32: SW $\frac{1}{4}$ containing 399.84 acres, more or less	41	309
WY1-900	Roy O. Steele, et al	Erving Wolf	4-5-67	Township 33 North, Range 110 West, 6th P.M. Section 3: SE $\frac{1}{4}$ SW $\frac{1}{4}$ Township 34 North, Range 110 West, 6th P.M. Section 25: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Township 34 North, Range 109 West, 6th P.M. Section 30: Lots 2,3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ containing 667.64 acres, more or less	41	323
WY1-901	W. D. Alexander, et ux	Erving-Wolf	4-5-67	Township 34 North, Range 110 West, 6th P.M. Section 2: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 3: NE $\frac{1}{4}$ SE $\frac{1}{4}$ containing 320.00 acres, more or less	41	334
WY1-902	Fred E. Shriver, et ux	Erving Wolf	4-5-67	Township 34 North, Range 110 West, 6th P.M. Section 24: SE $\frac{1}{4}$ Section 25: NW $\frac{1}{4}$ NE $\frac{1}{4}$	41	356

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK PAGE
WY1-902 cont.				Township 34 North, Range 109 West, 6th P.M. Section 19: Lot 4 Section 29: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 30: Lot 1, E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the South 18 acres of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$, and a portion in the NE $\frac{1}{4}$ of Sec. 31, and of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30, T.34 N., R. 109 W., 6th P.M. the area of which is Containing 671.03 acres; more or less.	
WY1-903	Paul C. Hagenstein, et ux	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 23: NE/4 and 73.81 acres out of the E $\frac{1}{2}$ SE $\frac{1}{4}$ Containing 233.81 acres, more or less	41 317
WY-905	Ralph Allen Steele, et ux	Erving Wolf	4-6-67	Township 34 North, Range 110 West, 6th P.M. Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Township 34 North, Range 109 West, 6th P.M. Section 30: Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 31: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ and 158.03 acres more or less out of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30 and that part of the NE $\frac{1}{4}$ of Section 31. Containing 500.42 acres, more or less	41 331

LEASE NUMBER LESSOR LESSEE DATE DESCRIPTION RECORDED BOOK PAGE

WY1-907

Felix Walter
Rilinger

Erving Wolf

4/6/67

Township 33 North, Range 109 West, 6 PM 41
Sec. 23: SE/4, NE/4 SW/4, that part
lying and being situated N
of U.S. Highway 187, less a
tract of 73.81 acres in E/2 of
SE/4 more particularly
described in lease
Sec. 26: NE/4, less a tract more
particularly described in
lease
Containing 202.00 acres, more or less

320

Producers 88 Spec. - C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYO 82402

AGREEMENT, Made and entered into this 7th day of June, 1973, by and between

Lois Frances Lotts, formerly Lois Frances Cobb, a widow

of Los Angeles, California

hereinafter called lessor (whether one or more) and

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601

hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS

(\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

State of

Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P. M.

Section 28: Lots 2, 3, 4, 8, 9, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

137777

RECORDED August 30 1973 9:00 AM
IN BOOK 49 Oil & Gas PAGE 692
FEES 3⁰⁰ aune R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

By this J. J. Clark Deputy

349.03

~~XXX~~ ~~XXX~~ ~~XXX~~ eight (8) and containing acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XX~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank & Trust Co. Bank at Box 1768,

Cheyenne, Wyoming 82001

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

sum of Three Hundred Forty Nine and 03/100 - - - - - DOLLARS, which shall operate as a rental and cover the

privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Lois Frances Lotts (SEAL)

Lois Frances Lotts (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

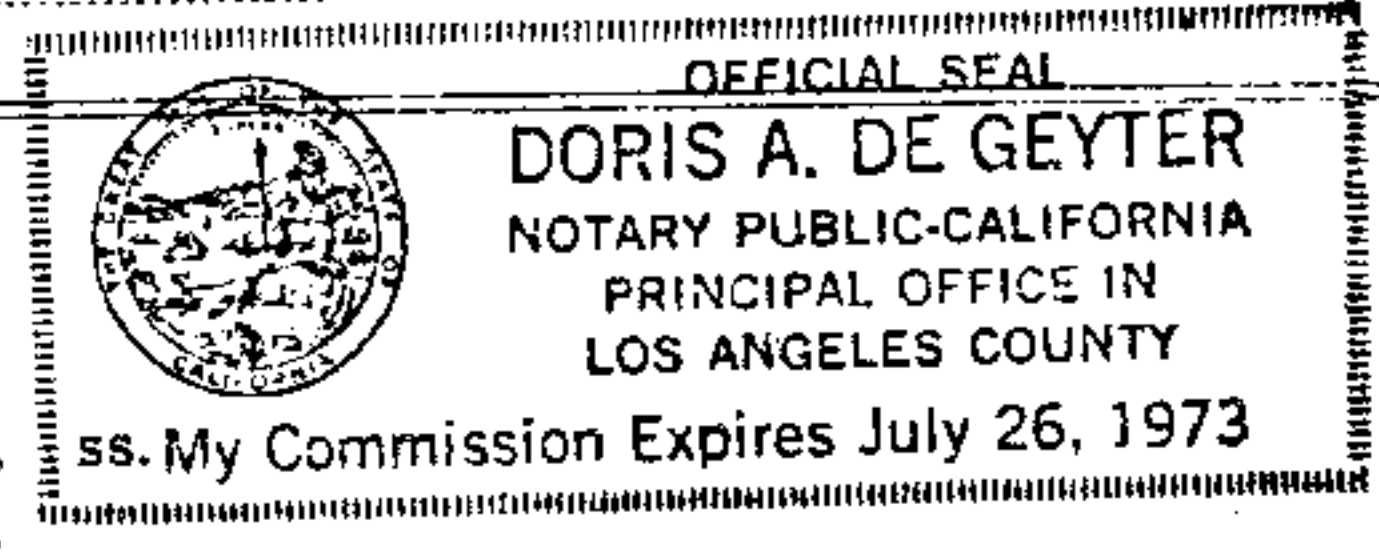
STATE OF California
COUNTY OF Los Angeles ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd
day of July, 19 73, personally appeared Lois Frances Lotts, formerly
Lois Frances Cobb, a widow

~~WITNESS~~ to me known to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 7-26-73 [Signature] Notary Public.



State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____
by _____

Witness my hand and official seal. _____
My Commission Expires: _____ Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____.
(SEAL) _____ Notary Public.

My Commission expires _____

No. _____	FROM	TO	Dated _____, 19____	No. Acres _____	County _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____	Deputy _____	When recorded return to _____	KINTZEL BLUE PRINT CO., CASPER, WYOMING
-----------	------	----	---------------------	-----------------	--------------	--	--------------------	--------------	-------------------------------	---

693

Producers 88 Spec.- L
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 7th day of June, 19 73, by and between
First National Bank and Trust Company of Wyoming, formerly Stockgrowers National
Bank of Cheyenne

of Box 1768, Cheyenne, Wyoming, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
 of P. O. Box 2675, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS
 (\$ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to
 be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive
 right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines,
 telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products,
 and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges
 necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casing-
 head gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Sublette

State of

Wyoming, described as follows, to-wit

Township 29 North, Range 111 West, 6th P. M.

Section 28: Lots 2, 3, 4, 8, 9, S $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SW $\frac{1}{2}$

137778

RECORDED August 20 19 73 9:50 AM
 IN BOOK 49 Oil & Gas PAGE 694
 FEES 3⁰⁰ Anne R Clark COUNTY CLERK
 SUBLETTE COUNTY CLERK
By Lisa J. Spake Secretary

349.03

It is agreed that this lease shall remain in force for a term of (8) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any
 of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas
 is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being
 continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from
 the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such
 oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not
 sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The
 lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own con-
 nections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the
 well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date
 shall pay or tender to the lessor or to the lessor's credit in the First National Bank & Trust Co. Bank at Box 1768,
Cheyenne, Wyoming

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the
 sum of Three Hundred Forty Nine and 03/100 - - - - - DOLLARS, which shall operate as a rental and cover the
 privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may
 be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof,
 mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privi-
 lege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months
 from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said
 twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of
 the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force
 just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands
 released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erec-
 tion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating
 adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided
 shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied
 covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee,
 lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of
 the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been
 furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the
 above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part
 of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees
 or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing,
 in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said
 parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any
 mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor
 hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms
 of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be termi-
 nated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law,
 Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named
 bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as
 lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by
 the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests
 covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the
 production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such
 a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead
 exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

ATTEST:

Marguerite J. Smith

FIRST NATIONAL BANK AND TRUST COMPANY OF
 WYOMING (SEAL)

By: Carl F. French Vice Pres. (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF _____
COUNTY OF _____ ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19____, personally appeared _____

and _____
_____ to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.

State of _____
County of _____ ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19____
by _____

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of Wyoming
County of Laramie ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 7 day of June, A. D. 1973, before me personally
appeared Carl F. Emerick to me personally known, who, being by
me duly sworn, did say that he is the Vice President of The First Nat'l Bank & Trust Co. of Wyo., Casper, Wyo.

_____ and that the seal affixed to said instrument is the corporate seal of said corpora-
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
Carl F. Emerick acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7 day of June, A. D. 1973.

(SEAL) _____
My Commission expires My Commission Expires April 9, 1974

Notary Public

No.

FROM

TO

Dated _____, 19____

No. Acres

County

Term

This instrument was filed for record on the _____

day of _____, 19____, at _____

o'clock _____ M., and duly recorded in

Volume _____ Page _____

_____ of the records of this office.

County Clerk.

Deputy.

When recorded return to _____

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of June, 1973 by and between
Frederic W. Marble and Lillian W. Marble, husband and wife
of Cheyenne, Wyoming, hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More - - - - - DOLLARS
(\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P. M.
Section 28: Lots 2, 3, 4, 8, 9, S1/4, N1/4, S1/4

RECORDED September 10 1973 9:00 A.M.
IN BOOK 49 Oil & Gas PAGE 697
FEES \$ 3.00 and R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Eric J. Gake Deputy

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well is commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank & Trust Co. Bank at Box 1768,

Cheyenne, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Forty Nine and 03/100 - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors, and in the event of an assignment or subletting by lessee, lessor shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessee agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be considered and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:
Eric J. Gake
Frederic W. Marble (SEAL)
Lillian W. Marble (SEAL)
Lillian W. Marble (SEAL)
Lillian W. Marble (SEAL)

STATE OF Wyoming
COUNTY OF Laramie } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th
day of Aug August, 19 73, personally appeared Frederic W. Marble

and Lillian W. Marble, husband and wife

to me known to be the identical person S, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires February 10, 1974

Frederic W. Marble
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19____
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporations)

On this _____ day of _____, A. D. 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 corpora-
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM

TO

19____

County _____

Instrument was filed for record on the _____

19____, at

_____ o'clock _____ M., and duly recorded in

Page _____

_____ of the records of this office.

County Clerk.

Deputy.

When recorded return to _____

STATE OF Wyoming
COUNTY OF Albany ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME the undersigned, a Notary Public, in and for said County and State, on this 1st
day of September, 1973, personally appeared
Loris MacGlashan Bath, a widow

_____ to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she _____ duly executed the same as her _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written
My Commission Expires F. H. MERBACK - Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1976

F. H. Merback
F. H. Merback Notary Public

State of _____
County of _____ ss.

The foregoing instrument was acknowledged before me this _____ day of _____
by _____

Witness my hand and official seal.
My Commission Expires: _____ Notary Public

State of _____
County of _____ ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19_____, before me personally
appeared _____, to me personally known, who, being
me duly sworn, did say that he is the _____ of _____

_____ and that the seal affixed to said instrument is the corporate seal of said _____
tion 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.

Witness my hand and seal this _____ day of _____, A. D. 19_____

(SEAL) _____ Notary Public.
My Commission expires _____

No. _____	FROM _____	TO _____	Dated _____, 19____	Acres _____	County _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in _____ of the records of this office.	County Clerk _____	Deputy _____	When recorded return to _____
-----------	------------	----------	---------------------	-------------	--------------	--	--------------------	--------------	-------------------------------

WEL BLUE PRINT CO., CASPER, WYOMING