Producers 88 Rev
Rocky Mountain Region—OG
"Landman's Legal Handbook" Form

All "Landman's Legal Handbook" Forms available at
KINTZEL BLUE PRINT CO., P. O. Box 741, Casper, Wyoming

Reception No. 137982

Recorded September 13, 1973, at 9:55 A. M.

In Book 50 Oil, Page 1, Pinedale City

Wyoming State — Anne R. Clark, County Clerk - Registrar of Deeds
by Lora J. Yake Deputy

Return To:

OIL AND GAS LEASE

THIS LEASE made and entered into this 30th day of August, 19 73, by and between William B. Sargent and Dorothy C. Sargent, husband and wife, Rural Route, Pinedale, Wyoming 82941

Lessor, (whether one or more) and W. B. Hinkel, P. O. Box 3196, Casper, Wyoming 82601, Lessee,

WITNESSETH: 1. Lessor, for and in consideration of the sum of Ten and more---------- Dollars ($ 10.00 and more) paid as full and adequate consideration for all rights, powers and privileges granted herein, receipt of which is hereby acknowledged, hereby grants, demises, leases and lets exclusively unto Lessee for the purpose of exploring, prospecting, drilling, mining and for producing oil, gas (gas for all purposes under this lease being defined, without limitation, to include dry gas, casing head gas, distillate, condensate and all other gaseous substances) and other minerals, (other minerals as herein used meaning and referring to other minerals, if any, produced in connection with oil and gas operations hereunder or as a byproduct of oil or gas), all of the following described land situate in the County of Sublette, State of Wyoming, to wit:

Township 37 North, Range 111 West, 6th P. M.
Section 23: $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 26: $NE\frac{1}{4}NW\frac{1}{4}$

together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular forty-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and also together with the right to store, treat, manufacture, refine, transport and market substances produced hereunder and to lay pipe lines, build tanks, treating and manufacturing plants, gasoline recycling and repressuring plants, power houses and stations, telegraph and telephone lines, roads, canals, ditches, houses for employees and all other structures and facilities on the above described lands necessary or convenient in the exercise of Lessee's rights hereunder. Concurrently with any such use, such structures and facilities may also be used to serve operations on other lands.

If any strips or parcels other than those specifically described are included in the leased premises, then, upon Lessor furnishing Lessee with a satisfactory description of any such strips or parcels, Lessee shall pay or tender to Lessor an additional bonus on the same per-acre basis as paid Lessor for the acreage specifically described.

For the purpose of calculating all payments provided for herein, it shall be considered that the lands covered hereby comprise 240.00 acres, whether there may be more or less.

2. Subject to the further provisions hereof, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date, called "Primary Term", and as long thereafter as either (1) oil, gas, or other minerals are produced (whether or not in paying quantities) from the leased premises, or (2) operations are conducted on the leased premises, or (3) there is a well or wells on the leased premises which, although capable of producing oil, gas or other minerals in paying quantities hereunder is shut in for lack of a market or outlet.

Operations as used herein means all operations for the drilling of a well for oil or gas, including building of roads, preparation of the drill site, moving in for drilling, drilling, deepening, plugging back, reworking or recompleting and also secondary recovery operations benefiting the leased premises.

3. Lessee shall pay Lessor as royalty:

(a) One-eighth (⅛) of the then current market value at the mouth of the well of all oil and gas produced and saved hereunder by Lessee from the leased premises. Where Lessee sells gas produced hereunder, the royalty thereon shall, notwithstanding anything herein to the contrary, be payable on a basis not in excess of the price received for such gas.

(b) One-tenth (1/10) of then current market value at the mouth of the well for all other minerals produced and saved hereunder by Lessee from the leased premises except that on sulphur the royalty shall be One Dollar ($1.00) per long ton.

No royalty shall be payable on production used for the benefit of the leased premises or for the benefit of both the leased premises and other lands.

If oil, gas or other minerals capable of being produced in paying quantities are found on the leased premises but are not produced for lack of a market or outlet, and there is neither production from nor operations being conducted on the leased premises, this lease shall, nevertheless, be deemed to be a producing lease and Lessee shall pay, at the time such condition first occurs and for each yearly period thereafter that such condition exists, a royalty in an amount equal to the annual delay rental provided for hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on the leased premises on or before one (1) year from the date hereof, this lease shall terminate unless the Lessee shall, on or before such anniversary date, pay or tender to Lessor as rental or deposit or tender for deposit as rental to the credit of Lessor in the Jackson State Bank at Jackson, Wy. 83001, or its successor or successors (which bank and its successors are Lessor's agents and shall continue as the Depository for all rentals payable hereunder regardless of any change in ownership of the leased premises or rental payable hereunder) the sum of Two hundred forty and 00/100---------- Dollars ($ 240.00), provided, however, if Lessee shall, in good faith and with reasonable diligence attempt to pay any rental, but shall fail to pay or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same, which payment shall maintain Lessee's rights hereunder in effect, without commencement of operations, for a period of one (1) year from and after such anniversary date. In like manner and upon like payment or tender annually the commencement of operations may be further deferred for like periods successively during the primary term hereof. Payment or tender of rentals may be made by check or draft of the party desiring to make such payment, mailed or delivered on or before such anniversary date. Payment or tender by mail will be deemed made when deposited in the United States mails and be presumed made on or before the anniversary date. If the named depository bank or successor shall refuse or fail or, because it has ceased doing business, be unable to accept any rental payment which Lessee desires to make hereunder, Lessor shall, by instrument in form acceptable to Lessee, designate another bank as depository and until acceptance by Lessee of such designation and for thirty (30) days thereafter, this lease shall remain in full force and effect and if, within such thirty-day period, Lessee shall have made payment or tender of such rental to the depository so designated, this lease shall continue in force as if the rental had been paid to and accepted by the depository bank named herein prior to the anniversary date. This section shall not be construed to effect a termination of this lease in contravention of the provisions of section 8.

5. If Lessor owns an interest in the oil, gas and other minerals in and under the leased premises or any part thereof which is less than the entire fee simple estate therein then, whether or not such less interest is referred to or described herein, (a) rentals and shut-in royalties provided for herein shall be payable only in the proportion which Lessor's interest in the oil, gas and other minerals in the leased premises bears to the entire undivided fee simple estate therein and (b) other royalties provided for herein shall be payable only in the proportion which Lessor's interest in the oil, gas and other minerals in the well or mine with respect to which royalties are payable bears to the entire undivided fee simple estate therein.

6. Lessee shall not be required to take cognizance of any change in ownership of the leased premises or rental or royalty provided for herein until forty-five (45) days after Lessee shall have been furnished by the party claiming the interests transferred with evidence satisfactory to it of such change. Such evidence shall include, without limitation, certified copies of all conveyances or other instruments of transfer recorded subsequent to the date of this lease showing the chain of title into the party claiming as a result of such change in ownership. If such change shall have come about as a result of death or other event not evidenced by an intrument in writing, the evidence required to be furnished to Lessee shall also include, without limitation, certified copies of estate, guardianship or other proceedings relating thereto. Notwithstanding the death, minority or other disability of any person entitled to receive rentals hereunder which Lessee may desire to pay, it shall be sufficient to keep this lease in force and fully effective for Lessee to tender such rental payment for deposit to the credit of such person or the estate of such person in the depository for rental payments named herein. Lessee may, until in writing specifically notified of an adverse claim thereto, rely upon any evidence furnished it pursuant to the provisions hereof, all irrespective of and without investigation as to any defects, irregularities, want of service, defect of service, lack of jurisdiction, or other possible ground of invalidity or nullity thereof. In no event shall Lessee be liable to any successor in interest of Lessor to all or any part of the leased premises for rental or royalty provided herein until forty-five (45) days after Lessee shall have been furnished with proof of interest or notice of adverse claim of such successors in interest and then, as to royalties, 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 interest in the leased premises or the royalty provided for herein, Lessee may withhold payment affected by such dispute without interest until such dispute is settled.

7. If at any time six or more persons be or become entitled to rentals or royalties they shall, at Lessee's request, by sufficient written instrument, designate a trustee to receive payment for all and Lessee shall be entitled to withhold payment hereunder until thirty (30) days after being furnished with such instrument.

8. (a) If, on any anniversary date hereof, oil, gas or other minerals are capable of being produced from or are being produced from the leased premises or operations are being conducted thereon, this lease shall continue in full force and effect without payment of any delay rental which might otherwise be payable on such date.

(b) If operations undertaken during the primary term cease and the leased premises are not at such time capable of being productive, or, if there is a cessation of both production and operations during the primary term hereof, this lease shall not terminate but shall continue in full force and effect until the second anniversary date hereof next ensuing, and thereafter, subject to compliance with the rental provisions hereof to the extent the same may be applicable.

(c) In the event of cessation of production and operations hereunder after the primary term hereof, the Lessee shall have a period of ninety (90) days within which to resume operations or production and if operations or production are resumed within such time, then this lease shall continue in force as if there had never been any interruption in operations or production, that is, subject only to the limitations set forth in Section 2 hereof.

Nothing in sub-paragraphs (b) and (c) of this section shall ever be construed to require termination of the lease either during or after the primary term, when it would otherwise be continued in effect under any other provisions of this lease.

9. Lessee shall have the right to use free of cost for Lessee's operations on the leased premises all water therefrom or found thereon except water from Lessor's water wells. At any time before or after the expiration of this lease, Lessee may remove all improvements, machinery, materials, casing and fixtures placed or erected by Lessee upon the leased premises.

10. Lessee shall pay Lessor for all damages caused by its operations hereunder to cultivated crops on the leased premises, and, in its operations hereunder, Lessee shall not drill any well nearer than two hundred feet (200') to any barn or house of Lessor now on the leased premises without Lessor's consent in writing. When requested by Lessor, Lessee shall bury its pipe lines below plow depth. Also, when requested by Lessor, Lessee shall permit Lessor the privilege, at Lessor's risk and expense, to use dry gas from any dry gas well on the premises for stoves and inside lighting in the principal dwelling located on the leased premises, provided that such gas is not needed for operations hereunder.

11. If the leased premises are or shall hereafter be owned in severalty or in separate tracts or if the ownership of the right to receive royalties, delay rentals or other payments accruing to Lessor hereunder in the tracts covered by this lease now or hereafter varies as between the tracts, the leased premises shall, nevertheless, be developed and operated as one lease and no such division of ownership shall increase or enlarge the obligations, covenants or other burdens of Lessee hereunder whether express or implied and Lessee shall never be required separately to measure or store or separately to account for royalties or other payments on account of production from any particular portion of the land herein leased nor to protect any tract covered hereby from drainage on account of production from any other tract covered hereby. Royalties payable hereunder shall be treated as an entirety and shall be payable to the separate owners thereof in the proportion that the royalty interest owned by each bears to the entire royalty interest hereunder in the production so subject to royalty; provided, however, that Lessee shall never be required to pay on account of production from any well or mine covered hereby an amount more than Lessee would have to pay if this lease covered only the well or mine from which production is obtained.

12. If this lease is assigned or sub-leased in whole or, as to any segregated part, in whole, Lessor shall look solely to the assignee or sub-lessee for the performance of this lease as to the interest assigned or sub-leased and delay rentals herein provided for shall be apportioned ratably on an acreage basis between portions of the leased premises which become segregated by reason of any such assignment or sub-lease and default in rental payment as to one of more such segregated portions shall not affect this lease as to any portion of the leased premises in connection with which rentals are duly paid or tendered and any such default or failure in payment or tender of rentals shall be construed as a relinquishment of this lease only as to such lands.

13. 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 modified to conform thereto, except that the time for commencing or resuming drilling operations and the manner of determining delay rentals shall be modified in accordance with the 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 plan or agreement, the royalty shall be based only upon the portion of the royalty production allocated to the land herein described in accordance with the terms and provisions of such plan or agreement. Lessor shall execute any supplemental instrument reasonably requested by Lessee for the purpose of implementing the foregoing provisions, including the allocation of production, if any, to the land covered hereby for royalty purposes in accordance with the terms and provisions of any such plan or agreement adopted by Lessee and approved by any governmental agency.

In the interests of conservation, Lessee is hereby [illegible] of the leased premises for any formation or strata underlying [illegible] or applicable rule issued by the Commission having jurisdiction in the field where the lands are situated, or if no such drilling unit shall contain a greater or smaller area than a unit which may reasonably be established for the production from such formation or strata in conformity with the well spacing pattern for the field, Lessee shall file with the Commission, within a reasonable time thereafter, a written statement designating and describing the lands included within such drilling unit. Production from any well on any such unit shall be allocated to the leasehold estate and royalty estate within such unit on an acreage basis. Lessee shall furnish Lessor with a copy of the written statement designating such drilling unit and describing the lands included therein. Production from any well on any such drilling unit shall be allocated to the leasehold estate and royalty estate within such unit on an acreage basis to lands within such drilling unit and production so allocated to the lands within such drilling unit from the formation for which such unit is formed shall be deemed allocated on an acreage basis to lands within such drilling unit and production so allocated to the premises covered hereby shall, for all purposes of this lease, be deemed produced from the leased premises; conversely, production allocated to other lands within such drilling unit shall be deemed produced from such other lands and not from the premises covered hereby. Operations on any lands within any such drilling unit shall, for all purposes hereof, be deemed operations on the leased premises. If there is a church well within such drilling unit capable of producing from the formation for which such unit is established, this lease shall remain in effect as to such unit in like manner as the leased premises and any royalty payable on account thereof shall be the same as if such well were located on the leased premises. If the drilling unit is contracted, there shall be no retroactive accounting for royalties.

16. This lease shall never be forfeited or cancelled for breach of implied covenant until it shall have been finally judicially determined that such breach exists and Lessee shall have failed within a reasonable time of such final determination, to remedy such breach.

15. Lessor warrants and agrees to defend the title to the lands hereinabove described.

It is Lessor's expressed intent to lease hereunder all of the interest which he may now or from time to time hereafter during the term of this lease hold or claim in the oil, gas and other minerals in, under, or that may be produced from the described premises whether or not such interest is presently vested in Lessor, or is to become vested upon the happening of a future occurrence or is not now owned or claimed by Lessor but is subsequently and during the term of this lease acquired by him. Rentals and royalties payable hereunder on account of any such subsequent acquisition shall be payable by Lessee only after submission of evidence of such acquisition in the same manner and subject to the same terms and conditions as provided in Section 6 with respect to change in ownership of leased premises.

16. Lessee hereby is given the right to acquire for its own benefit deeds, leases, or assignments covering any interest or claim in the leased premises which Lessee or any other party contends is outstanding and is not covered hereby and even though such outstanding interest or claim be invalid or adverse to Lessor.

17. This lease shall not expire, terminate or be forfeited in whole or in part nor shall Lessee be liable in damages for failure of Lessee to comply with any express or implied covenants hereunder so long as compliance therewith is hindered, delayed, prevented or interrupted by force majeure. The term "force majeure", as used herein, shall mean and include state and federal statute, all orders, rules and regulations of any governmental body (either federal, state or municipal) fire, storm, flood, war, rebellion, riots, strikes, differences with workmen, acts of God, breakage or failure of machinery or equipment, inability to obtain material or equipment or the authority to use the same (after effort in good faith), failure of pipe lines normally used to transport or furnish facilities for transportation or any other cause (whether similar or dissimilar) beyond the reasonable control of Lessee.

18. Lessee shall have the right at any time to release and surrender this lease as to all or any part of the leased premises by delivering to Lessor or placing of record a release describing the lands desired to be surrendered and thereupon all obligations of Lessee hereunder as to such lands shall cease and delay rentals provided for herein shall thereafter be payable in the proportion that Lessor's interest in the oil, gas and other minerals remaining subject to the lease bear to the full fee simple interest in the oil, gas and other minerals in the entire leased premises, as above described.

19. All rental payments payable under this lease may be made to the above named lessors and/or the above named Lessors in the manner herein stated.

20. This lease shall be binding upon any party subscribing the same regardless of whether such party is a named Lessor and regardless of whether all named Lessors sign.

21. The undersigned hereby release and waive all rights under the homestead exemption laws of the state in which the leased premises are located.

22. Covenants herein shall run with the land.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

William B. Sargent

Dorothy C. Sargent

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 11th day of September, 1973, personally appeared William B. Sargent

and Dorothy C. Sargent

, to me known to be the identical persons 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.

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

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

My Commission Expires 4/22/74

Donna E. Sievers
Notary Public.

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.

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: .....

Form 3120-19
(September 1966)

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)

Esther Chorney
P. O. Box 391
Casper, Wyoming 82601

Name
Street
City
State
ZIP Code

W 10140
(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. 519

T. 31 N., R. 114 W., 6th Prin. Mer., Wyoming — Sublette County

Sec. 29: E½NW¼, NE¼SW¼

138064

RECORDED September 17 1973 9:03 A.M.
IN BOOK 50 Oil & Gas PAGE 3
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

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: JAN 1 1968

This lease is subject to the determination by the Geological Survey as to whether the lands herein described are 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 [signature]
(Signature of Signing Officer)

U.S. Geological Survey reports lands in [illegible] known Geologic [illegible] as of date of lease issuance

Acting ASSISTANT MANAGER, OIL & GAS
(Title)

DEC 15 1967
(Date)

138067

3 401833

FOR CLAIMANT

4

No. 209-3845

SEE INSTRUCTIONS ON REVERSE

10140

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 519

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.

Esther Chorney — NOV 22 1957

(Signature of Applicant) (Date)

ESTHER CHORNEY

P. O. BOX 391 (Address, include zip code)

CASPER, WYOMING 82601

DO NOT DETACH

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 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 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, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and kind 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 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.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or injuring any forage and timber growth thereon; (2) polluting the waters of reservoirs, springs, streams or [illegible]; (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements when 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 duly 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 (other than that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for the 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 or 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 [illegible] Stat. 297 and Supp. Part, 1001, and Title 41, U.S.C., relating to contracts, enter into and form a part of leases for all the same may be applicable.

6

31-114

Form 3120–13
(August 1964)
(formerly 4–1175)
PRAIRIE PUBLISHING CO., CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

Wyoming 10140 ✓

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

1-1-68

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) Joan 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)

Township 31 North, Range 114 West, 6th P.M.
Section 29: E½NW¼, NE¼SW¼

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 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 27th day of October, 19 69.

Esther Chorney
(Assignor's Signature)

Esther Chorney

P. O. Box 391
(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

128065

RECORDED September 17 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 6
FEES $3.00 Laura R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois F Yake Deputy

Assignment approved effective FEB 1 - 1970

Date approved FEB 12 1970

By Elmer W. Lane
(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

[redacted] [redacted] [redacted]

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 15th day of January, 1970

Jean Chorney
(Assignee's Signature)

with acknowledgment added

Boyd, Casper, Wyo. 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 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 27th day of October, 19 69, 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.

My Commission Expires .....

RITA EVANS Notary Public
County of Natrona State of Wyoming
My Commission Expires Aug. 22, 1972

Rita Evans
Notary Public

3

Sun's #401833

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 10140
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
1-1-68
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: E/2 NW/4, NE/4 SW/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)*

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, 1973
SUN OIL COMPANY (DELAWARE)

By: V. L. Smith FOT
(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

138066

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED September 17, 1973 7:00 A.M.
IN BOOK 5 Oil & Gas PAGE 8
FEES $ 4.00 Anne Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dora L. Yake deputy

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By Warren M. Sanders
(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 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? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] 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? [X] 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? [X] 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 sepurate 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)
) ss.
COUNTY OF TULSA)

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.

Olma M. Boggess
Notary Public in and for said State

My commission expires:
APR 23 1974

[redacted] BUREAU OF LAND MANAGEME[redacted]

Serial No. W-10140

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, 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)*

Township 31 North, Range 114 West, 6th PM
Section 29: E½NW¼, NE¼SW¼

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 4% 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 obligatio 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-Half of One Per Cent of Eight-Eighths (1/2 of 1% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Four Per Cent of Eight-Eighths (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, 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 2.28067

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED September 17 19 73 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 11
FEES $4.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Lois L Yeke Deputy

Assignment approved effective JUL 1 1973

By Eleanor M. Lynch
(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 in accordance with the provisions of 43 CFR 3106

11 [illegible] FOR CLARITY

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.

MCCO PRODUCTION COMPANY
CURITY LIFE BUILDING
ENVER, COLORADO 80202

[redacted] [redacted] [redacted]

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 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, 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 4-331a
March 1961
(August 1961)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office WYOMING

Serial No. 0319505

Fill 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.

1. Mr. / Mrs. / Miss L. M. Grace, Jr.
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

P. O. Box 1387
(Number and Street)

Casper, Wyoming 82602
(City and State)

2. Land requested: State County T. : R. : Meridian

Parcel No. 398

103114

RECORDED September 21 19 73 7:60 A M
IN BOOK 50 Oil & Gas PAGE 15
FEES $5.00 and R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

Total Area Acres

3. Land included in lease: State Wyoming County Sublette T. 27N : R. 103W :6th P Meridian

Sec. 15: SE¼
Sec. 28: E½
Sec. 33: NE¼
Sec. 34: N½

(Offeror does not fill in this block) Total Area 960.00 Acres Rental retained $ 480.00

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 NOVEMBER 1, 1965

ASSISTANT MANAGER, OIL & GAS (Title) OCT 20, 1965 (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 2 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.

Offers may be reproduced provided that the correct and exact reproductions are on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42(b)

FOR CLERK'S USE

16

No. 133—6055

SEE INSTRUCTIONS ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 398

0319505 State Wyo.

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.

P. M. Grace Jr.
(Signature of Applicant)

AUG 19 1965
(Date)

L. M. GRACE, JR.
P. O. Box 1887, Casper, Wyoming 82602
(Address, include zip code)

DO NOT DETACH

[redacted] LEA[redacted]RMS [redacted]

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, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, 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 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 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 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 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 the 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.

(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) *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.

(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 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 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 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) *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 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. 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 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 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 4-1158, 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 offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided interest in that portion of the offer. Applications for approval of [illegible] 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 those instances assignments of the offer will not be approved prior to the issuance of a lease for the land described in the offer and assignments.

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 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 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 $1 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 be remitted [illegible] all the land requested [illegible] 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 [illegible]

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 lines of a reservoir site; 4-467 (b) Lands within the drainage area of a constructed reservoir; 4-1223 Lands withdrawn for power purposes; and 4-1983, Wildlife [illegible] Game Range, and Conservation [illegible] [illegible] stipulations are necessary, lessee will be required to agree [illegible] 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 [illegible]

Item [illegible]—Offeror must indicate whether or not [illegible] offeror must submit at the time the offer is filed [illegible] setting forth the names of the other interested parties [illegible] interested in the offer, a copy of the statement to be [illegible] offeror, setting forth the [illegible] of the agreement between them, if oral, and a copy of the agreement, if in writing, and a separate statement [illegible] days after the filing of the lease offer. All interested parties must [illegible] of their qualifications to hold such lease interests.

18

833
Wyoming 0319505

SPECIAL STIPULATION

The NE¼NW¼ secion 34, T. 27 N., R. 103 W., 6th Prin. Mer., Wyoming, is covered by Wyoming Highway Department Material Site Wyoming 068414.

The above referenced oil and gas lease on these lands, is hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site.

At the time operations on the above land are commenced, I will notify the Wyoming Highway Department, Box 931, Cheyenne, Wyoming

October 15, 1965
DATE

SIGNATURE

OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Road
Houston, Texas 77027

Form 3120–13
(August 1964)
(formerly 4–1175).
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

WYOMING 0319505

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
Nov. 1, 1965

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

(name) ERVING WOLF

(address) Lincoln Tower Building, Denver, Colorado 80203

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 27 North, Range 103 West, 6th P.M., Sublette County, Wyoming
Section 15: SE¼
Section 28: E½
Section 33: NE¼
Section 34: N½

containing 960.00 acres more or less.

(rider attached)

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 of eight-eights (3% 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 29th day of August, 1967

L. M. Grace, Jr.
(Assignor's Signature)

P.O. Box 1887
Casper, Wyoming 82601
(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:

RECORDED September 21 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 19
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy

SAME LAND DESCRIPTION AS ITEM 1

138115

Assignment approved effective SEP 1 1967

Date approved SEP 12 1967

By Elbert W. Lahmeyer
(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 of one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

Wyoming 0319505

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 thirty days prior to relinquishment, and said Assignor shall have fifteen 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 August 29, 1967

Signed for Identification

Signed for Identification

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? [X] 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? [X] 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? [X] 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 5th day of September, 1967.

with acknowledgment added

Erving Wolf (Assignee's Signature)

308 Lincoln Tower Building, Denver, Colorado 80203 (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.

RINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

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 29th day of August, 1967, personally appeared L. L. Grace, 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 2-12-69

Notary Public

21

Form 3120–13
(September 1964)
(formerly 4–1175)

FACSIMILE REPRODUCTION
J. GAUGEL PRESS, DENVER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-0319505
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
11-2-65
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to International Nuclear Corporation, 308 Lincoln Tower Building, Denver, Colorado 80203 - an undivided 25.00%
Oil and Gas Futures, Inc. of Texas, P.O.Drawer 728, Bellaire, Texas 77401 - an undivided 25.00%
CRA, Inc., P.O.Box 7305, Kansas City, Missouri 64116 - an undivided 12.50%
Petroleum Resources Company, P.O.Box 1111, Cushing, Oklahoma 74023 - an undivided 6.25%
W. G. Peavy, 211 North Ervay Building, Dallas, Texas 75201 - an undivided 12.50%
Planet Oil and Mineral Corporation, 730 Fidelity Union Tower, Dallas, Texas 75201 - an undivided 9.375%
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 27 North, Range 103 West, 6th P.M.
Section 15: SE¼
Section 28: E½
Section 33: NE¼
Section 34: N½

Containing 960.00 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? 90.625 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 29th day of July, 1968

ERVING WOLF
(Assignor's Signature)

308 Lincoln Tower Building
Denver, Colorado 80203
(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: 308516

RECORDED September 21 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 22
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Doris L Yake Deputy
SEP 1 1968

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective _____

Date approved AUG 30 1968

By Thomas A. Dekkers
(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

[redacted] REQUEST FOR APPR[redacted] F ASSIGNMENT [redacted]

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 day of , 19

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

(Assignee's Signature)

(Address)

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 29th day of July, 1968, personally appeared Erving Wolf

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 2-27-71

Frances C. Fewlow
Notary Public

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 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 assigment 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.

When recorded, return to:

OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Rd
Houston, Texas 77027

24

CORRECTED ASSIGNMENT

Form 3120-13
(September 1964)
(formerly 4-1175)

FACSIMILE REPRODUCTION
U. S. GOVT. PRTG. OFF., DENVER

Corrected

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number
W-021950S

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
11/1/65

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name of Assignee	Address	An Undivided Interest of:
International Nuclear Corporation	308 Lincoln Tower Bldg., Denver, Colo. 80203	25.00 %
Oil and Gas Futures, Inc. of Texas	P. O. Drawer 728, Bellaire, Texas 77401	25.00 %
CRA, Inc.	P. O. Box 7305, Kansas City, Missouri 64111	12.50 %
Petroleum Resources Company	P. O. Box 1111, Cushing, Oklahoma 74023	6.25 %
W. G. Peavy	211 North Ervay Building, Dallas, Texas 75201	12.50 %
Planet Oil and Mineral Corporation	740 Fidelity Union Tower, Dallas, Texas 75201	9.375%

25

T. 27 N., R. 103 W., 6th P.M.
Sec. 15: SE¼
Sec. 28: E½
Sec. 33: NE¼
Sec. 34: N½

Containing 960.00 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? 90.625 percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)* One eighth of one percent (1/8th%)

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 21st day of April, 1969

ERVING WOLF
(Assignor's Signature)

308 Lincoln Tower Building
Denver, Colorado 80203
(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 FOR APPROVAL
SERIAL NO. W-021950S

138117

RECORDED September 21 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 24
FEES $4.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Gate Deputy

Assignment approved effective JUL 1 - 1969

Date approved JAN 16 1969

By Thomas Abrahams
(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

Name of Assignee	Address	An Undivided Interest of:
International Nuclear Corporation	308 Lincoln Tower Bldg., Denver, Colo. 80203	25.00 %
Oil and Gas Futures, Inc. of Texas	P. O. Drawer 728, Bellaire, Texas 77401	25.00 %
CRA, Inc.	P. O. Box 7305, Kansas City, Missouri 64111	12.50 %
Petroleum Resources Company	P. O. Box 1111, Cushing, Oklahoma 74023	6.25 %
W. C. Peavy	211 North Ervay Building, Dallas, Texas 75201	12.50 %
Planet Oil and Mineral Corporation	740 Fidelity Union Tower, Dallas, Texas 75201	9.375%

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 day of , 19

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

(Assignee's Signature)

(Address)

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 21st day of April, 19 69, personally appeared Erving Wolf

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 March 21, 1973

J. M. Martin
J. M. Martin
Notary Public

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.

When recorded, return to:

OIL AND GAS FUTURES, INC. OF TEXAS
[redacted]

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
W-0319505
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
11/1/65
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Oil and Gas Futures, Inc. of Texas, 2200 South Post Oak Road, Houston, Texas 77027	4.687%
Terra Resources, Inc., 1410 Fourth National Bank Building, Tulsa, Oklahoma 74119	2.344%
W. G. Peavy, 1300 - 211 North Ervay Building, Dallas, Texas 75201	2.344%
TOTAL	9.375%

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. 27 N., R. 103 W., 6th P.M.
Sec. 15: SE¼
Sec. 23: E½
Sec. 33: NE¼
Sec. 34: N½

Containing 960.00 acres, more or less.
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 9.375%

3. What interest is being conveyed to assignee? 9.375% of 100%

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)* 3.125%

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 12 day of October, 1970
Planet Oil and Mineral Corporation

by _____ 740 Fidelity Union Tower
(Assignor's Signature) (Assignor's Address)
Robert O. Mitchell, Vice President

Dallas, Texas 75201

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

113118

RECORDED September 21 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 27
FEES $3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucile Cyrus Deputy

Assignment approved effective FEB 1 1971

Date approved JAN 13 1971

By _____
(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

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 day of , 19

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

(Assignee's Signature)

(Address)

State of Colorado
County of Boulder } ss.

ACKNOWLEDGEMENT (For use by Corporation)

On this 12th day of October, A.D. 19 70, before me personally appeared Robert O. Mitchell, to me personally known, who, being by me duly sworn, did say that he is Vice President of Planet Oil and Mineral Corporation

~~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 Robert O. Mitchell acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of October, A.D. 19 70.

E. R. Manthey
Notary Public

(SEAL)

My Commission expires 4/28/73

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.

when recorded return to:

OIL AND GAS [redacted] RES, INC. OF TEXAS

[redacted]

Form 3120–19
(May 1968)

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

Harry W. Long
7535 Palatine
Chicago, Illinois 60631

W 28866
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands herein described are 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: **#355** State: **Wyoming** County: **Sublette**

T. 27 N., R. 103 W., 6th Prin. Mer.
Sec. 27: NE¼SW¼

138201

RECORDED September 27 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 29
FEES $6.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Iris J. Yake 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 **40.00** acres	Annual Rental . . . . . $ **20.00**

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: **JUNE 1 1971**

THE UNITED STATES OF AMERICA

By Anne Lundberg
(Signature of Signing Officer)

ACTING CHIEF
BRANCH OF LANDS & MINERALS OPERATIONS
(Title)

MAY 25 1971
(Date)

For Claimant

30

No. 366- 5402

SEE INSTRUCTIONS ON REVERSE

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number 355

4. State WYO. 28866

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.

Harry W. Long

5. Harry W. Long — APR 21 1971
(Signature of Applicant) (Date)

6. 7535 Palatine Ave. Chicago Ill
7535 Palatine Ave.
Chgo., Ill., 60631

(Address, include zip code)

DO NOT DETACH

60631

LEAS[redacted]MS

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 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 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 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) *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, 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 or unavoidably lost; a plat showing development work and improvements on the leased lands; and reports 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) *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 the cancellation or expiration of this 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 [redacted]il debris, and so far as reasonably possible, restore the surface of the leased land 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 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 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 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 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.

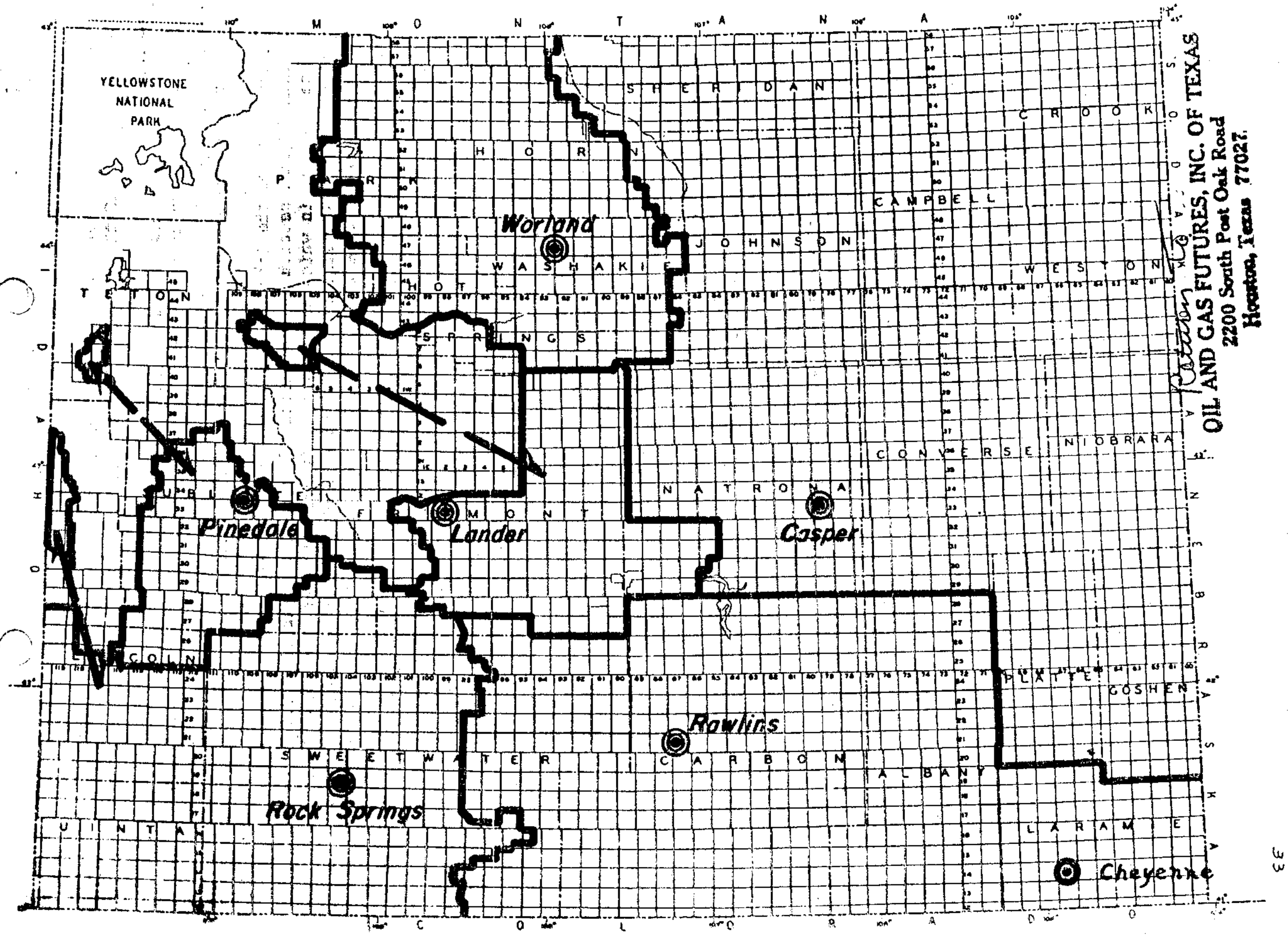
The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas 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

WYOMING



OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Road
Houston, Texas 77027

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-28886

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

WESTERN INTERSTATE ENERGY, Inc.
2601 Espanole St. N.E.
Albuquerque, New Mexico
87110

138202

RECORDED September 27 19 73 9:00 A M
IN BOOK 50 Oil & Gas PAGE 34
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy J. Yake Deputy

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 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)*

SUBLETTE COUNTY, WYOMING
Twp 27 N., Rge 103 W.
SECTION 27 NE/4SW/4

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)* ~~NONE~~ 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 12 day of JUNE, 19 71

Harry W. Long
(Assignor's Signature)
HARRY W. LONG

7535 Palatine Ave
(Assignor's Address)
7535 PALATINE AVE
CHICAGO, ILLINOIS 60631
(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 1971

By Glenn W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 23 1971
(Date)

NOTE: [redacted]

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Illinois)
) ss
COUNTY OF DuPage)

On this 12th day of June 1971, before me appeared HARRY W. LONG to me known to be the persons described in and who executed the foregoing instrument, and acknowledged the same as his free act and deed.

Witness my hand and seal this 12th day of June 1971.

Barbara Peterson
(Notary Public)

(Seal)

My Commission Expires 9/7/73

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 (See File W-765)
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)* SEE FILE #W-765
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 14 day of JUNE, 19 71.

(Assignee's Signature)

WESTERN INTERSTATE ENERGY, Inc.
2801 Espanola St. N.E.
Albuquerque, N.M., 87110

(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.

Returned to: [redacted] OIL AND G[redacted]TURES, INC. [redacted] TEXAS

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-28866
W

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

108201

1. Oil and Gas Futures Inc., of Texas
Suite 700
2200 South Post Oak Road
Houston, Texas 77027

RECORDED September 27 1973 9:40 A.M.
IN BOOK 52 Oil & Gas PAGE 37
FEES $4.00 Anne K. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 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)*

SUBLETTE COUNTY, WYOMING
Twp. 27N., Rge 103 W.
SECTION 27 NE/4SW/4

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.)* 4% (FOUR PERCENT)

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 26 day of JUNE, 1971

Charles A. Bunger (Pres.)
(Assignor's Signature)

WESTERN INTERSTATE ENERGY, Inc.
2801 Espanola St. N.E.
Albuquerque, N.M., 87110
(Assignor's Address)

Attest: Edgell C Goodson Jr (Secy)

(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 AUG 1 1971

By Clarence W. Lee
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 1 1971
(Date)

For Claimant

This form may be reproduced provided that copies are exact reproductions of one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

REASSIGNMENT RIDER

Assignee agrees that prior to its surrender or relinquishment of its interest in said Lease as to all or any part of the land included in this Assignment, Assignee will give Assignor notice of its intention so to do by mailing notice to Assignor at the address of Assignor set out on this Assignment at least 30 days before the next rental due date of said Lease, and if requested by Assignor within 15 days after receipt of said notice, Assignee will assign to Assignor, without warranty of title, express or implied, its then interest in said Lease as to the land described in said notice, the provisions of this rider, however, being subject to the following conditions: (1) Failure of Assignee to actually and timely receive written notice of Assignor's election shall be conclusively deemed an election by Assignor not to exercise Assignor's right to assignment hereunder, and in such event Assignee shall be free, as to the land described in said notice, to relinquish said Lease or let the same expire by non-payment of the rental; (2) There shall be no liability on the part of Assignee for any failure to comply with the terms hereof; and (3) in the event Assignee from time to time assigns this Lease in whole or in part, Assignee shall have no further duty, obligation or liability hereunder as to the interest and land assigned, Assignee agreeing, however, to advise its Assignee of the provisions hereof.

38

ACKNOWLEDGEMENT (For use by Corporation)

State of NEW MEXICO }
County of BERNALILLO } ss.

On this 28 day of JUNE, A. D. 19 71, before me personally appeared CHESTER L. PRINGLE, to me personally known, who, being by me duly sworn, did say that he is the President of Western Interstate Energy, 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 Chester L. Pringle acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 28 day of June, A. D. 1971

(SEAL)

Notary Public

My Commission expires: June 3, 1975

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.

*Qualifications of Oil and Gas Futures, Inc. of Texas appear in Wyo-0199556, no amendments.

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 6th day of July, 1971.

ATTEST:

Stanley B. Grindal, Asst. Secretary

OIL AND GAS FUTURES, INC. OF TEXAS

By _____ (Assignee's Signature)
J. F. Dougherty, Chairman

Suite 700, 2200 South Post Oak Road
Houston, Texas 77027

(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 [illegible] 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.

OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Road
Houston, Texas 77027

(For use by Corporation)

Form 3112-1a

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[illegible] PRINT CO.
[illegible]
CASPER, WYOMING

Serial No.
W-28866

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
6/1/71

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

ASSIGNEE	ADDRESS	AN UNDIVIDED INTEREST OF
Terra Resources, Inc., ~~1410 Fourth National Bank Bldg., Tulsa, Oklahoma 74119~~	5416 South Yale Ave., Tulsa, Oklahoma 74135	23.438%
W. G. Peavy, 1300 - 211 North Ervay Bldg., Dallas, Texas 75201		23.437%
Petroleum Resources Company, P. O. Box 1111, Cushing, Oklahoma 74023		6.250%

Township 27 North, Range 103 West
Section 27: NE/4 SW/4

Containing 40.00 Acres
Sublette County, Wyoming

RECEIVED
BUREAU OF LAND MGMT
72 JUN 28 AM 8 02

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? 53.125% of 100%

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 19th day of May, 1972.

OIL AND GAS FUTURES, INC. OF TEXAS

By J. F. Dougherty (Assignor's Signature) Chairman

Attest: Stanley B. Grindal, Assistant Secretary

2200 South Post Oak Road, Suite 700
(Assignor's Address)

Houston, Texas 77027

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 September 27 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 40
FEES $5.50 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

138204

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 7 - 1972
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT
By [illegible]
(Authorized Officer)

Assignment approved effective JUL 1 1972

Date approved JUL 24 1972

*Lease extended under 43 CFR 3128.5 to and including [illegible]

[illegible]
(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? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] 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. Cheyenne 036393

2. Is the assignee the sole party in interest in this assignment? [X] 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? [X] 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

CERTIFIED
to be a true and correct copy of the official records on file
SEP 7 1972
LAND OFFICE
STATE OF WYOMING

Executed this 8 day of May, 19 72

Attest: D. E. Ewing
with acknowledgment added Secretary
D. E. Ewing

REH

TERRA RESOURCES, INC.
By: Jack van Wyke
(Assignee's Signature)
Jack van Wyke, President
~~1410 Fourth National Bank Building~~
~~Tulsa, Oklahoma 74119~~ (Address)

TERRA RESOURCES, INC
P. O. Box 2329
Tulsa, Oklahoma 74101
IRS #73-0787746

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 in 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 3135.5. 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
131 N. CENTER
CASPER, WYOMING

Form 3120–13

State of TEXAS }
County of HARRIS } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 19th day of May A. D. 19 72, before me personally appeared J. F. DOUGHERTY to me personally known, who, being by me duly sworn, did say that he is the Chairman of OIL AND GAS FUTURES, INC. OF TEXAS

J. F. Dougherty 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 19th day of May A. D. 19 72.

Gwen Hughen
Notary Public.

(SEAL)

GWEN HUGHEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

My Commission expires

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 Minnesota corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. Misc. 684

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 June, 1972

PETROLEUM RESOURCES COMPANY

By: _____
(Assignee's Signature)
Second Vice President

Attest:
K. Marie Benston
with acknowledgment added Secretary

P. O. Box 1111, Cushing, Oklahoma 74023

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 June, 1972

_____
(Assignee's Signature)
W. G. Peavy
1300 - 211 North Envoy Bldg.
(Address)
Dallas, Texas 75201

with acknowledgment added

Form 4-1158
Ninth Edition
(August 1961)

KINTZEL BLUE PRINT CO
CASPER, WYOMING

Fill in on typewriter or print plainly in ink and sign in ink.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

Form approved.
Budget Bureau No. 42-R990.4.

Office WYOMING

Serial No. 0280521

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. ~~Mr.~~ ~~Mrs.~~ ~~Miss~~ John F. Partridge, Jr.
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

P.O. Box 258
(Number and Street)

Casper, Wyoming
(City and State)

2. Land requested: State Wyoming County Sublette T. 27N., : R. 103W., : Meridian 6thP.

Sec. 26: SW¼NW¼
27: N½, SE¼, W½SW¼, SE¼SW¼

Total Area 640 Acres

3. Land included in lease: State Wyoming County Sublette T. : R. : Meridian

108205

RECORDED September 27 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 43
FEES $3.00 Anne R Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois 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 $ 320, Total $ 330

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 22nd day of October 63

(Lessee signature)

John F. Partridge Jr.
(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 L R Dockstader
(Signing officer)

Effective date of lease DEC 1 1963

L. R. DOCKSTADER NOV 13 1963
ACTING CHIEF, MINERAL LEASING (Date)
LAND OFFICE, CHEYENNE, WYOMING

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 ALL 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).

FOR CLAIMANT

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, communications 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 shall 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 its per acre annual rental, but not less than $1,000 nor more than $7,000, 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) Unless 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 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 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 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 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 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.

(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) *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.

(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 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 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 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 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) *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 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. 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 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 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 lands or deposits covered by said assignments.

9. The offer will be rejected and returned to the offeror and will afford the applicant no priority if: (a) The land description does not comply with the 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 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 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 a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected 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 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

(1) Items numbered 1 to 6 correspond to numbered items in the offer form.

Form 4–156 Ninth [redacted] August 1961) KINT[redacted]LUE PRINT CO., CASPER[redacted]

OIL AN[redacted]AS FUTURES, [redacted]OF TEXAS

Form 3120–13
(September 1964)
(formerly 4–1175)
Facsimile Reproduction
Cheyenne Litho Inc.
3619 Evans Ave.
Cheyenne, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number	Wyoming 0280521
TO BE FILLED IN BY LAND-OFFICE	
Effective Date of Base Lease	December 1, 1963
New Serial Number	

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name: Erving Wolf
Street: 308 Lincoln Tower Building
City, State, Zip Code: Denver, Colorado 80203

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 27 North, Range 103 West, 6th P.M.
Section 26: $SW\frac{1}{4}NW\frac{1}{4}$
Section 27: $N\frac{1}{2}$, $SE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

Containing 640.00 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)*

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 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 25th day of April, 1967

John F. Partridge Jr.
(Assignor's Signature)

P.O. Box 298
(Assignor's Address)

JOHN F. PARTRIDGE, JR.

Casper, Wyoming

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:

SEE LAND DESCRIPTION AS ITEM 1

155206
RECORDED September 27 1923 9:00 AM
IN BOOK 50 Oil + Gas PAGE 45
FEES 4.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lisa Yake Deputy
MAY 1 1967

Assignment approved effective _____

Date approved MAY [illegible] 1967

By David B. Morgan
(Authorized Officer)

(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

FOR CLAIMANT

46

R I D E R

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 Lessee by 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. Lessee 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 Lessee, and Assignee shall then execute an assignment of said oil and gas lease to Lessee. Assignee herein assumes no liability whatsoever, either through error or negligence, for failure to notify or reassign.

[redacted] [redacted] [redacted] 47

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? [X] 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? [X] 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? [X] 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 27th day of April, 19 67

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

Erving Wolf (Assignee's Signature)

308 Lincoln Tower Building, Denver, Colo. 80203
(Address)

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 25th day of April, 19 67, personally appeared John F. Partridge

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 3/16/68

Notary Public

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. Return to

OIL AND GAS FUTURES, INC. OF TEXAS
200 South Post Oak Road
Houston, Texas 77027

Form 3120-13
(September 1964)
(formerly 4-1175)

FACSIMILE REPRODUCTION
J. MANDEL PRESS, DENVER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-0280521

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
December 1, 1963

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

ASSIGNEE	ADDRESS	AN UNDIVIDED INTEREST OF
Oil and Gas Futures, Inc. of Texas	P.O.Drawer 728, Bellaire, Texas 77401	25.00%
CRA, Inc.	P.O.Box 7305, Kansas City, Missouri 64116	12.50%
Petroleum Resources Company	P.O.Box 1111, Cushing, Oklahoma 74023	6.25%
V. G. Peavy	211 North Ervay Bldg., Dallas, Texas 75201	12.50%
International Nuclear Corporation	405 Lincoln Tower Bldg., Denver, Colorado 80203	25.00%

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 27 North, Range 103 West, 6th P.M.
Section 26: $SW\frac{1}{4}NW\frac{1}{4}$
Section 27: $N\frac{1}{2}$, $SE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

containing 640.00 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? SEE ABOVE percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

1.125%

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 5th day of September, 1967

Erving Wolf
(Assignor's Signature)

308 Lincoln Tower Building
(Assignor's Address)

Denver, Colorado 80203

Title 13 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:

RECEIVED FOR APPROVAL
DATE W-0280521

RECORDED September 27 19 73 9:00 A M
IN BOOK 50 Oil + Gas PAGE 48
FEES $5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective FEB 1 1968

Date approved FEB 19 1968

By Lloyd W Helms
(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

[redacted] [redacted] [redacted]

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 day of , 19

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

(Assignee's Signature)

(Address)

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF COLORADO }
COUNTY OF DENVER } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of September, 1967, personally appeared Erving Wolf

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 May 19, 1971

Notary Public

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.

Return To:
OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Road
Houston, Texas 77027

W7206

Form 3120–13
(September 1964)
(formerly 4–1175)

FACSIMILE REPRODUCTION
AL SANTO PRESS, DENVER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-0280521

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
12-1-63

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

Planet Oil and Mineral Corporation
Fidelity Union Tower
Dallas, Texas 75201

Bureau of Land Management
Land Office
Cheyenne, Wyoming
JUN 11 1968
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 27 North, Range 103 West, 6th P.M.
Section 26: $SW\frac{1}{4}NW\frac{1}{4}$
Section 27: $N\frac{1}{2}$, $SE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

Containing 640.00 acres, more or less.
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 18.75%

3. What percentage of the assignor's interest is being conveyed to assignee? 9.375% of 100 percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)* One and one-eighth percent (1-1/8%)

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* Two percent (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 27th day of March, 19 68

Erving Wolf
(Assignor's Signature)

308 Lincoln Tower Building
Denver, Colorado 80203
(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

RECORDED September 27 1973 9:00 A M
IN BOOK 50 Oil + Gas PAGE 50
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lisa Lake Deputy

138208

CERTIFIED to be a true and comparative copy of the official records on file

NOV 19 1968

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved effective JUL 1 - 1968

Date approved JUN 26 1968

By [redacted]
(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

[redacted] [redacted] LAND OFFICE COPY

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

CERTIFIED a true and comparative copy of the official records on file

NOV 19 1968

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

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? [X] Yes [ ] No *(If "yes," specify)* Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. Wyo. Misc. 696

2. Is the assignee the sole party in interest in this assignment? [X] 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? [X] 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 5th day of June, 1968

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

PLANET OIL AND MINERAL CORPORATION

By [signature], Pres.
(Assignee's Signature)

700 Fidelity Union Tower
Dallas, Texas
(Address)

ATTEST: [signature]

AARON L. COLVIN, Secretary

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 27th day of March, 1968, personally appeared Erving Wolf

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.. My Commission expires Feb. 15, 1972

[signature]
Notary Public

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.

52

Form 3120–13
(September 1964)
(formerly 4–1175)

FACSIMILE REPRODUCTION
J. MASSEL PRESS, DENVER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-028521

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
10-1-63

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

Pinedale Corporation
60 Broad Street
New York, New York 10004

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 27 North, Range 103 West, 6th P.M.
Section 26: SW¼NW¼
Section 27: N½, SE¼, W½SW¼, SE¼SW¼

Containing 640.00 acres, more or less.
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 9.375%

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)*

one and one-eighth percent (1-1/8%)

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 day of FEB 01 1969, 19

ERVING HOLF
(Assignor's Signature)

308 Lincoln Tower Building
Denver, Colorado 80203
(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

RECORDED September 27 19 73 9:00 A M
IN BOOK 56 Oil & Gas PAGE 52
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

Assignment approved effective JUL 1 1969

Date approved JUN 12 1969

By /s/ Glenna M. Schalnus
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date)

"ACTING ASSISTANT MANAGER
(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

[redacted]SSIGNOR'S COPY
TO BE RETURNED ON APPROVAL[redacted]

[redacted] REQUEST FOR AP[redacted]L OF ASSIGNMENT [redacted]
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)*

Delaware Corporation, qualified in Wyoming

c. If a corporation, attach qualifications or if already on file, give serial number of case file. WI-714

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 31st day of March, 1969

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

[illegible]

PINEDALE CORPORATION

By: Jocke S. Stevenson
(Assignee's Signature)

ATTEST:

L. Quintero
Asst. Secy.

Assistant Secretary
60 Broad Street, New York, New York 10004
(Address)

STATE OF New York }
COUNTY OF New York } 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 March, 1969, personally appeared Jocke S. Stevenson, Assistant Secretary, Pinedale Corporation, 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 3/30/71

Notary Public

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.

Returning to:

OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Road
Houston, Texas 77027

Form 3120–13
(December 1968)
FACSIMILE REPRODUCTION
J. MANDEL PRESS, DENVER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-0280521
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
12/1/63
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Oil and Gas Futures, Inc. of Texas, 2200 South Post Oak Road, Houston, Texas 77027	4.687%
Terra Resources, Inc., 1410 Fourth National Bank Building, Tulsa, Oklahoma 74119	2.344%
W. G. Peavy, 1300 - 211 North Ervay Building, Dallas, Texas 75201	2.344%
TOTAL	9.375%

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 27 North, Range 103 West, 6th P.M.
Section 26: SW¼NW¼
Section 27: N½, SE¼, W½SW¼, SE¼SW¼

Containing 640.00 acres, more or less.
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 9.375%

3. What interest is being conveyed to assignee? 9.375% of 100%

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)* 3.125%

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 12 day of October, 1970

Planet Oil and Mineral Corporation

by Robert O. Mitchell
(Assignor's Signature)
Robert O. Mitchell, Vice President

740 Fidelity Union Tower
(Assignor's Address)
Dallas, Texas 75201

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

105220

RECORDED September 27 1973 9:00 A M
IN BOOK 50 Oil + Gas PAGE 54
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda J Yake Deputy

Assignment approved effective FEB 1 1971

Date approved JAN 13 1971

By L. Bracken Jones
(Authorized Officer)

"ACTING ASSISTANT MANAGER, OIL & GAS"
(Title)

*Lease extended under 43 CFR 3128.5 to and including (date)

NOTE: T[redacted] may be reproduced provided that the c[redacted] exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 3128.2

For Cl[redacted]

[redacted] [redacted] [redacted]

55

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 day of , 19

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

(Assignee's Signature)

(Address)

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Boulder } ss.

On this 12th day of October, A.D. 19 70, before me personally appeared Robert O. Mitchell, to me personally known, who, being by me duly sworn, did say that he is Vice President of Planet Oil and Mineral Corporation and that said instrument was signed ~~and sealed~~ in behalf of said corporation by authority of its Board of Directors, and said Robert O. Mitchell acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of October, A.D. 19 70.

(SEAL)

Evelyn Anhalt
Evelyn Anhalt Notary Public

My Commission expires 8/12/72

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 3120, 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.

OIL AND GAS FUTURES, INC. OF TEXAS
2200 South Post Oak Road
Houston, Texas 77027

55

[redacted] [redacted] [redacted]

Form 3106-5
(February 1971)

HINTZE BLUE PRINT CO
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. Wyoming 8717

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

138353

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

RECORDED October 2 1973 7:00 A.M.
IN BOOK 50 Oil & Gas PAGE 57
FEES $ 3.00 Janet L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois L. Yake Deputy

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 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 27 North, Range 111 West, 6th P.M.
Section 29: NW¼NE¼, S½NE¼, NW¼, S½
containing 600.00 acres, more or less, 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.)* 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 9th day of March, 1973

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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 APR 1 1973

By [illegible]
(Authorized Officer)

[illegible]
(Title)

MAY [illegible] 1973
(Date)

NOTE: This form may be reproduced in accordance with the provisions of 43 CFR 3106

67

F3

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

Qualifications Filed W-13628

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)* SEE ATTACHED CERTIFICATION
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 15 day of March, 1973

ATTEST: Marden W Mellon
By: Secretary

Westrans Petroleum, Inc.

By: [signature]
Exec. V.P. (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).

250 Park Avenue
New York, New York 10017
(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 land 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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 March, 1973, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25, 1975

Notary Public

Notary Public.

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-8717
Effective Date
of Base Lease Oct. 1, 1967

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing the SW¼SW¼ of Section 29, Township 27 North, Range 111 West and subject to assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing NW¼, N½SW¼, SE¼SW¼, SE¼, W½NE¼, SE¼NE¼, Section 29, Township 27 North, Range 111 West and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] ATTEST: Marilyn W Melby Secretary Corporate Qualifications are on file under W-13828	25.000	March 15, 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. H. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: _____ VICE-PRESIDENT ATTEST: _____ Corporate Qualifications are on file under W-037000	3.1250	MAR 15 1973
Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	[illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-8717
Effective Date
of Base Lease Oct. 1, 1967

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned t the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing the SW¼SW¼ of Section 29, Township 27 North, Range 111 West and subject to assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing NW¼, N½SW¼, SE¼SW¼, SE¼, W½NE¼, SE¼NE¼, Section 29, Township 27 North, Range 111 West and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and that owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____	25.000	_____
ATTEST: _____		
_____ Corporate Qualifications are on file under W-13828		
DALCO OIL COMPANY By: W. W. Howell Jr. R. W. Howell, Jr., Vice President	37.500	MARCH 12 1973
ATTEST: A. L. Harkins Jr. A. L. Harkins, Jr., Secretary		
Corporate Qualifications are on file under New Mexico-0558400		
REPUBLIC NATIONAL BANK OF DALLAS ASSISTA... and Trust Officer	9.3750	MAR 2 3 1973
Independent Executor of the W. E. Walker Estate #6392		
ATTEST: _____ TRUST ADMINISTRATIVE OFFICER		

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By: _____		
ATTEST: _____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3-21-73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	
	.6250	

Form 3106–5
(February 1971)

SENTRY RULE PRINTING
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. Wyoming 10603

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

138254

RECORDED October 2 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 63
FEES $ 7.00 Laura R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois F. Yake Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

100

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) February 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*)

Township 27 North, Range 111 West, 6th P.M.
Section 32: Lots 3, 4, N½SE¼, NE¼
containing 299.86 acres, more or less, in Sublette County, Wyoming

~~100~~

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*)

None

4. What part of the record title interest is being retained by assignor(s)?

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? (*Percentages 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 7th day of March, 19 73

Mountain Minerals Company
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)
Casper, Wyoming 82601
(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

Assignment approved effective APR 1 1973

By Wilmer R. Lake
(Authorized Officer)

(Title) (Date)

NOTE: [illegible]

C1

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.

Qualifications Filed W-13828

SEE ATTACHED CERTIFICATION

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 15 day of March, 19 73

ATTEST: Mandyn W Mills
By: Secretary

Westrans Petroleum, Inc.
By: [signature]
EXEC. VP (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).

250 Park Avenue
New York, New York 10017
(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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 15 day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 29, 1975 [redacted] Notary Public

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-10608
Effective Date
of Base Lease Feb. 1, 1968

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 3, 4, N½SE¼, NE¼ Section 32 of Township 27 North, Range 111 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] Exec. V.P. ATTEST: [signature] Secretary Corporate Qualifications are on file under W-13828	25.000	March 15 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY	3.1250	MAR 15 1973
By: _____ VICE-PRESIDENT		
ATTEST: _____ Assistant Secretary		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-10608
Effective Date
of Base Lease Feb. 1, 1968

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 3, 4, N½SE¼, NE¼ Section 32 of Township 27 North, Range 111 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____	25.000	_____
ATTEST: _____ _____ Corporate Qualifications are on file under W-13828		
DALCO OIL COMPANY By: R. H. Howell R. H. Howell, Jr., Vice President ATTEST: A. F. Tarkington Jr. A. F. Tarkington, Jr. Secretary Corporate Qualifications are on file under New Mexico-0558400	37.500	MARCH 12 1973
REPUBLIC NATIONAL BANK OF DALLAS Assistant Vice President and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____ Assistant Secretary	9.3750	MAR [illegible]

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By: _____		
ATTEST:		
_____		
_____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3/2/73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3106-1
(February 1971)

KINTZEL BLUEPRINT CO
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
Wyoming 3776

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138255

RECORDED October 2 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 69
FEES $1.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dep Sublette County Clerk

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

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)*

Township 27 North, Range 112 West, 6th P.M.
Section 13: W½W½
Section 25: E½
containing 480 acres, more or less, 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.)* 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 7th day of March, 19 73

Mountain Minerals Company
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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 APR 1 1973

By: Leonard Grace
(Authorized Officer)

(Title) (Date)

63

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.

Qualifications Filed W-13828

SEE ATTACHED CERTIFICATION.

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 15 day of March, 1973

ATTEST: Marden W Mellor
By: Secretary

Westrans Petroleum, Inc.

By: [signature]
Exec. V.P. (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).

250 Park Avenue
New York, New York 10017

(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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 12th day of March, 1973, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25, 1975 [illegible] Notary Public

Ann Rush
Notary Public.

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-3776
Effective Date
of Base Lease Feb. 1, 1967

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing W½W½ Section 13, E½ Section 25 of Township 27 North, Range 112 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] Exec. V.P. ATTEST: [signature] Secretary Corporate Qualifications are on file under W-13828	25.000	March 15 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: VICE-PRESIDENT ATTEST:	3.1250	MAR 15 1973
Corporate Qualifications are on file under W-037000 Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	[illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-3776
Effective Date
of Base Lease Feb. 1, 1967

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing W½W½ Section 13, E½ Section 25 of Township 27 North, Range 112 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____	25.000	_____
ATTEST: _____ _____ Corporate Qualifications are on file under W-13828		
DALCO OIL COMPANY By: W. E. Howell W. E. Howell, Jr., Vice President	37.500	MARCH 12 1973
ATTEST: A. L. Perkins, Jr. A. L. Perkins, Jr., Secretary Corporate Qualifications are on file under New Mexico-0558400		
REPUBLIC NATIONAL BANK OF DALLAS J. Nielsen Assistant Vice President and Branch Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: Doug D. Ritter	9.3750	MAR 2 5 1973

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: [signature] ATTEST: [signature] VICE-PRESIDENT Corporate Qualifications are on file under W-037000	3.1250	MAR 15 1973
Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	2.9160	MAR 16 1973
R. J. Ackerman	2.9170	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 20 1973
J. J. Sullivan	.6250	[illegible]
John P. Albanese		

Form 3106-5
(February 1971)

K-TEL BLUE PRINT CO
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
Wyoming 3775

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138256

RECORDED October 2 1973 9:00 A.M.
IN BOOK 52 Oil & Gas PAGE 75
FEES $ 1.00 Ann L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda Lyke Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

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)*

Township 27 North, Range 112 West, 6th P.M.
Section 13: E½W½
Section 24: E½W½
containing 320,000 acres, more or less, 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.)* 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 7th day of March, 1973

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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 APR 1 1973

By [illegible]
(Authorized Officer)

[illegible] Section
[illegible] Section

(Title) (Date)

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)* SEE ATTACHED CERTIFICATION
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.

Qualifications Filed W-13228

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 15 day of March, 1973

ATTEST: Marion W Mills
By: Secretary

Westrans Petroleum, Inc.

By: [signature]
Exec. V.P. (Assignee's Signature)

with acknowledgment added

250 Park Avenue
New York, New York 10017
(Address, include zip code)

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).

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 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.

KINTZEL PRINTING CO.
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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25 1974 [illegible] Notary Public: [signature]
Notary Public.

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-3775
Effective Date
of Base Lease Feb. 1, 1967

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing E½W½ Section 13, E½W½ Section 24 of Township 27 North, Range 112 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ EXEC. V.P. ATTEST: _____ Assistant Sec. Corporate Qualifications are on file under W-13828	25.000	March 15 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Incepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: [signature] VICE-PRESIDENT ATTEST: [signature] Assistant Secretary Corporate Qualifications are on file under W-037000	3.1250	MAR 15 1973
Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	[illegible] 1973

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-3775
Effective Date
of Base Lease Feb. 1, 1967

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing E½W½ Section 13, E½W½ Section 24 of Township 27 North, Range 112 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ ATTEST: _____ Corporate Qualifications are on file under W-13828	25.000	
DALCO OIL COMPANY By: R. W. Howell R. W. Howell, Jr., Vice President ATTEST: A. J. Harkins Jr. A. J. Harkins, Jr., Secretary Corporate Qualifications are on file under New Mexico-0558400	37.500	MARCH 12 1973
REPUBLIC NATIONAL BANK OF DALLAS Assistant Vice President and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____ Assistant Trust Officer	9.3750	

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By: _____		
ATTEST: _____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3-21-73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3105-5
(February 1971)

KINTZEL BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. Wyoming 2688-A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

138257

RECORDED October 2 1973 7:00 A.M.
IN BOOK 50 Oil & Gas PAGE 81
FEES 3.00 Laura L Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou J Yates Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

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 27 North, Range 111 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, E½, E½W½
containing 603.92 acres, more or less, 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.)* 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 7th day of March, 19 73

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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:

Land in suit 2956, 200 North General Add'n
with Ted Hs-Co
as stated here.

SAME LAND DESCRIPTION AS ITEM 2

JUL 1 1973

Assignment approved effective [redacted]

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 21 1973
(Date)

51

FOR CLAIMANT

92

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 [X] Corporation

Qualifications Filed W-13828

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)* SEE ATTACHED CERTIFICATION
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 15 day of March, 19 73

ATTEST: Marden W Mills

By: Secretary

Westrans Petroleum, Inc.

By: [signature]
Assistant Secretary (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).

250 Park Avenue
New York, New York 10017
(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 lines, the assignee's full name and mailing address, including zip code.

PART II

4. Qualification of assignee

5. 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.

KINTZEL PRINTING CO.
132 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 7th day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25 1975

ANN ASICH — Notary Public

[signature]
Notary Public.

[redacted] [redacted] [redacted]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2688-A
Effective Date
of Base Lease Dec. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 1, 2, 3, 4, E½, E½W½ Section 30 of Township 27 North, Range 111 West, 6th P.M.
and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] EXEC. V.P. ATTEST: [signature] Secretary Corporate Qualifications are on file under W-13828	25.000	March 15, 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: VICE-PRESIDENT ATTEST:	3.1250	MAR 15 1973
Corporate Qualifications are on file under W-037000 Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	MAR [illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2688-A
Effective Date
of Base Lease Dec. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 1, 2, 3, 4, E½, E½W½ Section 30 of Township 27 North, Range 111 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ ATTEST: _____	25.000	_____
Corporate Qualifications are on file under W-13828 DALCO OIL COMPANY By: W. E. Howell, Jr. R. W. Howell, Jr., Vice President ATTEST: A. L. Harkins, Jr. A. L. Harkins, Jr., Secretary	37.500	MARCH 12 1973
Corporate Qualifications are on file under New Mexico-0558400 REPUBLIC NATIONAL BANK OF DALLAS Assistant Vice President and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____ ASST. ADMINISTRATIVE OFFICER	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By: _____		
ATTEST:		
_____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3/21/73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3106-5
(February 1971)

KNIZEL BLUE PRINT CO
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1500

Serial No.
Wyoming 2108

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138253

RECORDED October 2 1973 7:00 A.M.
IN BOOK 50 Oil & Gas PAGE 87
FEES $ 1.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lydia Clark Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* November 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 27 North, Range 112 West, 6th P.M.
Section 24, W½W½
Section 25, W½
containing 480.00 acres, more or less, 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.)* 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 7th day of March, 19 73

Bond in sum of $50,000 Lease Bond
with Ins. Co.
as surety filed.

Mountain Minerals Company,
a Special Partnership
By: _____
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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

JUL 1 1973

Assignment approved effective _____ By _____
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 21 1973
(Date)

87

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

Qualifications Filed W-13828

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)* SEE ATTACHED CERTIFICATION
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 15 day of March, 1973

ATTEST: Marden W Miller Jr
By: Secretary

Westrans Petroleum, Inc.
By: [signature]
Exec. V.P. (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).

250 Park Avenue

New York, New York 10017 (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 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 3106 - 5 (February 1971)

KINTZEL PRINTING CO.
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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership 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 March 25, 1974

[redacted] Notary Public.

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2108
Effective Date
of Base Lease Nov. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing the SW/4NW/4 of Section 24, Township 27 North Range 112 West and subject to assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing NW/4NW/4, W½SW/4 Section 24, W½ Section 25, Township 27 North Range 112 West and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] Exec. V.P. ATTEST: Marsden W Miller Jr Secretary Corporate Qualifications are on file under W-13828	25.000	March 15, 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: VICE-PRESIDENT ATTEST: Corporate Qualifications are on file under W-037000	3.1250	MAR 15 1973
Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	[illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2108
Effective Date
of Base Lease Nov. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing the SW/4NW/4 of Section 24, Township 27 North Range 112 West and subject to assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing NW/4NW/4, W½SW/4 Section 24, W½ Section 25, Township 27 North Range 112 West and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ ATTEST: _____	25.000	_____
Corporate Qualifications are on file under W-13828 DALCO OIL COMPANY By: W. E. Howell W. E. Howell, Jr., Vice President ATTEST: C. L. Hawkins Jr. C. L. Hawkins, Jr., Secretary	37.500	MARCH 12 1973
Corporate Qualifications are on file under New Mexico-0558400 REPUBLIC NATIONAL BANK OF DALLAS Assistant Vice President Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: Patty L. Ritter TRUST ADMINISTRATIVE OFFICER	9.3750	MAR 23 1973

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By:		
ATTEST:		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3-21-73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3105-5
(February 1971)

KINGFILL BLUE PRINT CO
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1399

Serial No. Wyoming 0279398-A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

138259

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

RECORDED October 2, 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 93
FEES $1.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Louise Clarke Deputy

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1963, 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 27 North, Range 111 West, 6th P.M.
Section 18: Lots 1, 2, 3, 4, E½W½, W½E½
Section 19: NW¼NE¼
containing 476.92 acres, more or less, 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.)* 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 9th day of March, 19 73

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman

(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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 APR 1 1973

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 17 1973
(Date)

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.

Qualifications Filed W-13828

SEE ATTACHED CERTIFICATION

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 15 day of March, 19 73

ATTEST: Marden W. Melby
By: Secretary

Westrans Petroleum, Inc.

By: [signature]
EXEC. V. P. (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).

250 Park Avenue
New York, New York 10017
(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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 20 day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25, 1975 [redacted] Notary Public [redacted]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-0279898-A
Effective Date
of Base Lease Dec. 1, 1963

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 1, 2, 3, 4, E½W½, W½E½ Section 18, NW¼NE¼ Section 19 of Township 27 North, Range 111 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] EXEC. V.P. ATTEST: [signature] SECRETARY Corporate Qualifications are on file under W-13828	25.000	March 15 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
E. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: [signature] ATTEST: [signature] VICE-PRESIDENT [signature] Corporate Qualifications are on file under W-037000	3.1250	MAR 15 1973
[signature] Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
[signature] J. Lee Youngblood	3.1250	
[signature] R. J. Ackerman	2.9160	MAR 16 1973
[signature] W. A. Sears, Jr.	2.9170	MAR 16 1973
[signature] J. J. Sullivan	2.9170	MAR 20 1973
[signature] John P. Albanese	.6250	[illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-0279898-A
Effective Date
of Base Lease Dec. 1, 1963

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 1, 2, 3, 4, E½W½, W½E½ Section 18, NW¼NE¼ Section 19 of Township 27 North, Range 111 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____	25.000	_____
ATTEST: _____ _____ Corporate Qualifications are on file under W-13828		
DALCO OIL COMPANY By: R. W. Howell R. W. Howell, Jr., Vice President ATTEST: A. L. Herkins, Jr. A. L. Herkins, Jr., Secretary Corporate Qualifications are on file under New Mexico-0558400	37.500	MARCH 12 1973
REPUBLIC NATIONAL BANK OF DALLAS Assistant Vice President and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: Lucy L. Fite TRUST DEPARTMENT	9.3750	MAR 29 1973

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By: _____		
ATTEST: _____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3/21/73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3 [redacted]
(February 1971)

KIMBELL BLUE PRINT CO
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Serial No.
Wyoming 2689

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138260

RECORDED October 2 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 99
FEES $ 7.00 Anna E Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lou Ann Clarke Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

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 27 North, Range 111 West, 6th P.M.
Section 19: Lots 1, 2, 3, 4, SW¼NE¼, E½W½, W½SE¼
containing 401.04 acres, more or less, 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.)* 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 7th day of March, 19 73

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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 APR 1 1973

By Eleanor Fant
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 17 1973
(Date)

NOTE: This form may be expanded and provided that carbon or other reproductions on both sides of this official form in accordance with the provisions of 43 CFR 3106.

For Assignment

100

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

Qualifications Filed W-13828

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)* SEE ATTACHED CERTIFICATION
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 15 day of March, 19 73

ATTEST: Marden W Mills
By: Secretary

Westrans Petroleum, Inc.
By: [signature]
EXEC. V.P. (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 it contains 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).

250 Park Avenue
New York, New York 10017
(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 rents, 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 the lines, the assignee's full name and mailing address, including zip code

PART II

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 lease, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matter, 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.

KINTZEL PRINTING CO.
134 N Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 20 day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25 1975 [redacted] Notary Public [redacted] Notary Public.

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2689
Effective Date
of Base Lease Dec. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 1, 2, 3, 4, SW¼NE¼, E½W½, W½SE¼ Section 19 of Township 27 North, Range 111 West, 6th P.M.
and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] exec. V.P. ATTEST: [signature] Assistant Secretary Corporate Qualifications are on file under W-13828	25.000	March 15 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: VICE-PRESIDENT ATTEST:	3.1250	MAR 15 1973
Corporate Qualifications are on file under W-037000 Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 2[illegible] 1973
John P. Albanese	.6250	[illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2689
Effective Date
of Base Lease Dec. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing Lots 1, 2, 3, 4, SW¼NE¼, E½W½, W½SE¼ Section 19 of Township 27 North, Range 111 West, 6th P.M.
and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ ATTEST: _____ _____ Corporate Qualifications are on file under W-13828	25.000	_____
DALCO OIL COMPANY By: [signature] E. W. Howell, Jr., Vice President ATTEST: [signature] A. F. Hawkins, Jr., Secretary Corporate Qualifications are on file under New Mexico-0558400	37.500	MARCH 12 1973
REPUBLIC NATIONAL BANK OF DALLAS [signature] Assistant Vice President and Trust Officer Independent Executor of the W.C.B. Walker Estate #6392 ATTEST: [signature] Trust Examiner	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By:		
ATTEST:		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3-21-73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3106-1
(February 1971)

KINTZEL & LEE PRINTED
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
Wyoming 15340

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138251

RECORDED October 2 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 105
FEES $2.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois Yoke Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 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)*

Township 27 North, Range 112 West, 6th P.M.
Section 24: E½
containing 320.00 acres, more or less, 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.)* 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 7th day of March, 19 73

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman
(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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: Chauncey Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 21 1973
(Date)

NOTE: This assignment should be approved in triplicate and must be filed in the proper land office within 90 days from the date of execution or it will be void. See reverse side of this form for additional information concerning the purposes of this form.

105

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 Qualifications Filed W-13828
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)* SEE ATTACHED CERTIFICATION
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 15 day of March, 19 73

ATTEST: Marden W Mills
By: Secretary

Westrans Petroleum, Inc.
By: [signature]
Exec. V.P. (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).

250 Park Avenue
New York, New York 10017
(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 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 3106 - 5 (February 1971)

KINTZEL PRINTING CO.
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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15 day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25, 1975

[redacted] Notary Public.

[redacted]

[redacted]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-15340
Effective Date
of Base Lease Oct. 1, 1968

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing E½ Section 24 of Township 27 North, Range 112 West, 6th P.M.
and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] Exec. V.P. ATTEST: Marden W Mills Secretary Corporate Qualifications are on file under W-13828	25.000	March 15 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: _____ ATTEST: _____ VICE-PRESIDENT _____ Corporate Qualifications are on file under W-037000	3.1250	MAR 15 1973
Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
J. Lee Youngblood	3.1250	
R. J. Ackerman	2.9160	MAR 16 1973
W. A. Sears, Jr.	2.9170	MAR 16 1973
J. J. Sullivan	2.9170	MAR 20 1973
John P. Albanese	.6250	[illegible]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-15340
Effective Date
of Base Lease Oct. 1, 1968

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to the assignment of operating rights dated December 3, 1969 between Mountain Minerals Company and True et al, describing E½ Section 24 of Township 27 North, Range 112 West, 6th P.M. and further subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, In. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 2i years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ ATTEST: _____	25.000	_____
Corporate Qualifications are on file under W-13828 DALCO OIL COMPANY By: E. E. Powell E. E. Powell, Jr., Vice President ATTEST: A. L. Perkins, Jr. A. L. Perkins, Jr., Secretary	37.500	MARCH 12 1973
Corporate Qualifications are on file under New Mexico-0558400 REPUBLIC NATIONAL BANK OF DALLAS By: _____ Assistant Vice President and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	MAR 12 1973

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY By: _____	3.1250	
ATTEST: _____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3-21-73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

Form 3106-5
(February 1971)

KINTZEL BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
Wyoming 2690

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138262

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

RECORDED October 2 19 73 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 111
FEES $ 7.00 Alma D. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Sandy Hicks Deputy

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 27 North, Range 111 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 32: Lot 1
containing 592.69 acres, more or less, 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.)* 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 7th day of March, 19 73

Mountain Minerals Company,
a Special Partnership
By: R. J. Ackerman

(Assignor's Signature)
R. J. Ackerman, General Partner

P. O. Box 2956
(Assignor's Address)

Casper, Wyoming 82601
(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

Bond in sum of $ [illegible]

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1973

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 15 1973
(Date)

NOTE: This form is issued in accordance with the provisions of 43 CFR 3106.

COPY 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.

Qualifications Filed W-13828

SEE ATTACHED CERTIFICATION.

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 15 day of March, 19 73

ATTEST: Mandina McDaff
By: Secretary

Westrans Petroleum, Inc.
By: [signature]
Exec. V.P. (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).

250 Park Avenue
New York, New York 10017
(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 segregated lease, 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 showing 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 3106 - 5 (February 1971)
KINTZEL PRINTING CO.
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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 7th day of March, 19 73 personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25, 1975

ERN ASCH — Notary Public

Rand Marsh
Notary Public.

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2690
Effective Date
of Base Lease Dec. 1, 196

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to an Operating Agreement dated January 4, 1971 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: [signature] Exec. V.P. ATTEST: [signature] Secretary Corporate Qualifications are on file under W-13828	25.000	March 15, 1973
DALCO OIL COMPANY By: _____ ATTEST: _____ Corporate Qualifications are on file under New Mexico-0558400	37.500	_____
REPUBLIC NATIONAL BANK OF DALLAS _____ Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____	9.3750	_____

	Interest	Date
R. A. Venable, Indepnt Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	
BRINKERHOFF DRILLING COMPANY By: [signature] ATTEST: [signature] VICE PRESIDENT [signature]	3.1250	MAR 15 1973
Corporate Qualifications are on file under W-037000 [signature] Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
[signature] J. Lee Youngblood	3.1250	
[signature] R. J. Ackerman	2.9160	MAR 16 1973
[signature] W. A. Sears, Jr.	2.9170	MAR 20 1973
[signature] J. Sullivan	2.9170	MAR 20 1973
[signature] John P. Albanese	.6250	

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-2690
Effective Date
of Base Lease Dec. 1, 1966

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____ ATTEST: _____ _____ Corporate Qualifications are on file under W-13828	25.000	_____
DALCO OIL COMPANY By: _____ W. E. Howell, Jr., Vice President ATTEST: _____ A. J. Harkins, Jr., Secretary Corporate Qualifications are on file under New Mexico-0558400	37.500	MARCH 12 1973
REPUBLIC NATIONAL BANK OF DALLAS _____ Assistant Vice President and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: _____ ASSISTANT TRUST OFFICER	9.3750	MAR 28 1973

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By: _____		
ATTEST:		
_____		
_____		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3/21/73
R. J. Ackerman	2.9160	
W. A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

(February 1971)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. Wyoming 10131

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138263

RECORDED October 2 1973 9:10 A M
IN BOOK 50 Oil + Gas PAGE 117
FEES $7.00 Anne C. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois Fuller Deputy

1. Westrans Petroleum, Inc.
250 Park Avenue
New York, New York 10017

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* January 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)*

Township 27 North, Range 111 West, 6th P.M.
Section 32: Lot 2, NW¼, N½SW¼
containing 269.95 acres, more or less, 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.)* 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 7th day of March, 19 73

Mountain Minerals Company,
a Special Partnership
By: [signature] P. O. Box 2956
(Assignor's Signature) (Assignor's Address)

R. J. Ackerman, General Partner

Casper, Wyoming 82601
(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:

Assignment approved effective OCT 1 1973

By [signature]
(Authorized Officer)

[illegible] 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 1821.

PART I

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 [X] 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.

Qualifications Filed W-13828

SEE ATTACHED CERTIFICATION

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 15 day of March, 19 73

ATTEST: Marden W Melby
By: Secretary

Westrans Petroleum, Inc.

By: [signature]
EXEC. V.P. (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).

250 Park Avenue
New York, New York 10017
(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. 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 a separate lease. 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. Maintenance of any such segregated lease 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

1. Qualifications of corporation

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 member, controlling stockholders and interests.

If assignee is a corporation, it must submit a statement including the following information: (a) State in which it was incorporated, and 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106-5 (February 1971)

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 2nd day of March, 19 73, personally appeared R. J. Ackerman, as General Partner of Mountain Minerals Company, a Special Partnership

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 March 25, 1976 LEANN ZEICH

[redacted] [redacted] Notary Public. [redacted]

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-10131
Effective Date
of Base Lease Jan. 1, 1968

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC.		
By: [signature] (Exec. V.P.)	25.000	March 15 1973
ATTEST: [signature] Secretary		
Corporate Qualifications are on file under W-13828		
DALCO OIL COMPANY	37.500	
By:		
ATTEST:		
Corporate Qualifications are on file under New Mexico-0558400		
REPUBLIC NATIONAL BANK OF DALLAS	9.3750	
Independent Executor of the W. E. Walker Estate #6392		
ATTEST:		

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	2.3750	
BRINKERHOFF DRILLING COMPANY By: [signature] VICE-PRESIDENT ATTEST: [signature] Secretary	3.1250	MAR 15 1973
Corporate Qualifications are on file under W-037000 [signature] Zach K. Brinkerhoff, Jr.	3.1250	MAR 15 1973
[signature] J. Lee Youngblood	3.1250	
[signature] R. J. Ackerman	2.9160	MAR 16 1973
[signature] W. A. Sears, Jr.	2.9170	MAR 16 1973
[signature] J. J. Sullivan	2.9170	MAR 20 1973
[signature] John P. Albanese	.6250	[illegible] 1973

To: DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-10131
Effective Date-
of Base Lease Jan. 1, 1968

CERTIFICATE TO ACCOMPANY OFFER TO LEASE FOR OIL AND GAS
UNDER ACT OF FEBRUARY 25, 1920, AS AMENDED
EFFECTIVE FEBRUARY 12, 1959

Agreements exist by and between the undersigned that each of them owns an undivided interest in this oil and gas leasehold interest being assigned to the extent of the interest as set out alongside the signatures below; that the interests as set out below shall apply to this lease and to any and all benefits to be derived from this lease, subject to an Operating Agreement dated January 4, 1972 between the signatory parties hereto, and naming Westrans Petroleum, Inc. as operator.

Each undersigned party certifies further that he is a citizen of the United States, over 21 years of age, or is a corporation duly qualified to hold an interest in this lease, as shown by the attached statement, and the owner of, including the acreage acquired by this lease, not to exceed 246,080 lease and option chargeable acres including 200,000 option chargeable acres in the state wherein the lands covered by this lease are situate.

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 representations as to any matters within its jurisdiction.

This Certification may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

	Interest	Date
WESTRANS PETROLEUM, INC. By: _____	25.000	_____
ATTEST: _____ _____ Corporate Qualifications are on file under W-13828		
DALCO OIL COMPANY By: R. W. Howell R. W. Howell, Jr., Vice President ATTEST: A. F. Harkins Jr ~~A. F. Harkins, Jr., Secretary~~ Corporate Qualifications are on file under New Mexico-0558400	37.500	MARCH 12 1973
REPUBLIC NATIONAL BANK OF DALLAS Assistant Vice Pr... and Trust Officer Independent Executor of the W. E. Walker Estate #6392 ATTEST: Jean L. Potter	9.3750	MAR 2 8 1973

	Interest	Date
R. A. Venable, Indepent Executor & Trustee under the Will of R. H. Venable, Deceased	9.3750	MAR 21 1973
BRINKERHOFF DRILLING COMPANY	3.1250	
By:		
ATTEST:		
Corporate Qualifications are on file under W-037000		
Zach K. Brinkerhoff, Jr.	3.1250	
J. Lee Youngblood	3.1250	3/21/73
[illegible] Ackerman	2.9160	
[illegible], A. Sears, Jr.	2.9170	
J. J. Sullivan	2.9170	
John P. Albanese	.6250	

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Wyoming LAND OFFICE
SERIAL NO. W-26863

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, JAMES O. BREENE, 528 Patterson Bldg., Denver, CO 80202 by virtue of an agreement or assignment dated the 25th day of January, 19 71, between James O. Breene and Tenneco Oil Company, and recorded in the Office of the County Clerk of the County of ____, State of ____, is the owner of an overriding royalty of four per cent (4 %) 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 35 North, Range 114 West, 6th P.M.

Sec. 19: Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Sec. 30: $NE\frac{1}{4}$

Containing 786.96 Acres

138272

RECORDED October 3 19 73 9:00 A M
IN BOOK 50 Oil & Gas PAGE 123
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Iris L. Yates 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 Wyoming Land Office Serial No. W-26863

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 ($ 10.00) and other goods and valuable considerations in hand paid by JAS. O. BREENE, JR., 528 Patterson Bldg., of Denver, CO 80202, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by James O. Breene, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee one hundred percent (100%) of the aforementioned overriding royalty, and being four per cent (4 %) 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 October, 19 73.

WITNESS:

JAMES O. BREENE

123

ACKNOWLEDGMENTS

STATE OF COLORADO,
COUNTY OF Denver } ss.

The foregoing instrument was acknowledged before me this 1st day of October 19 73, by JAMES O. BRIENE

WITNESS my hand and official seal.

My commission expires:
4 June 1977

Notary Public

STATE OF UTAH,
COUNTY OF..... } ss.

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

.....

.....

the signer.....of the above instrument, who duly acknowledged to me that .....he.....executed the same.

My commission expires:

.....

Notary Public

STATE OF MONTANA,
COUNTY OF..... } ss.

On this.....day of....., in the year 19....., before me,

....., Notary Public, personally

appeared .....

.....

.....

known to me to be the person..... whose name.....subscribed to the within instrument, and acknowledged to me that .....he..... executed the same.

Witness my hand and Notarial Seal the date last aforesaid.

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

.....

Notary Public for State of Montana

Residing at.....

STATE OF WYOMING,
COUNTY OF..... } ss.

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

appeared .....

.....

to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to me 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....., 19.....

My commission expires:

.....

Notary Public

PRODUCERS 88
88-640
REV. 3-59

OIL AND GAS LEASE

AGREEMENT Made and entered into the 26th day of September, 1973

by and between Paul Bertagnolli and Evelyn Bertagnolli, husband and wife and Flora Bertagrolli, a widow

whose mailing address is Box 255, Rock Springs, Wyoming 82901, hereinafter called Lessor (whether one or more), and Belco Petroleum Corporation, 9485 West Colfax, Lakewood, Colorado 80215, hereinafter called Lessee.

1. WITNESSETH: That the said lessor, for and in consideration of Ten and More ($10.00 and more) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit:

Section 11: SWSE
Section 12: SWSW
Section 13: Lot 3 (36.64 ac.), W2NW
Section 14: E2NE, NWNE

of Section ..... Township 28 North Range 112 West and containing 316.64 acres, more or less.

2. 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 or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by lessee.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom.

(c) If a gas well capable of producing gas only and located on the above described lands or on lands with which the above described lands or a portion thereof are pooled or unitized is, at any time, shut in and no gas therefrom is sold or used off of the above described lands, or in the manufacture of natural gasoline or other products, nevertheless such shut-in gas well shall, under all the provisions of this lease, be deemed to be a well on the above described lands producing gas in paying quantities and this lease shall continue in force during all the time or times while such well is so shut in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the gas capable of being produced from any such shut-in gas well, but shall be under no obligation to market such gas under terms, conditions or circumstances which, in Lessee's judgment, exercised in good faith, are not for the best interests of both Lessor and Lessee.

The term "stated date" as used in this paragraph shall mean any rental paying date of this lease or any subsequent anniversary thereof if there be a rental paying date, but if no rental paying date is specified in this lease, then "stated date" shall mean any anniversary date of this lease. If on any such stated date there be on the above described lands or on lands with which the above described lands or portion thereof are pooled or unitized, one or more such gas wells capable of producing gas only, and gas has been sold or so used from any of such gas wells at any time during the twelve months period ending with such stated date, Lessee shall, before the expiration of sixty (60) days after such stated date, pay or tender to each owner of the right to receive royalty on the gas produced from any part of the above described lands covered by this lease on such stated date at each such owner's address as last known to Lessee, or to the credit of each such owner in the depository bank named herein, in the manner provided herein for payment of delay rentals, a shut-in gas royalty for such period, which shut-in gas royalty shall be determined as follows:

The total amount of shut-in gas royalty payable to all such owners shall be determined by multiplying One Dollar ($1.00) by the total number of acres of land covered by said lease on such stated date, and each such owner shall receive that part thereof which is in the proportion that his royalty acreage interest in said land bears to the total number of acres of land covered by such lease on such stated date; Provided, however, that if on such stated date this lease is being maintained in force and effect otherwise than by reason of any such shut-in gas well or shut-in gas wells, Lessee shall not be obliged to pay or tender any such sum of money as shut-in gas royalty. The language "a gas well capable of producing gas only", as used in this Section 3(c) shall mean and include a well capable of producing natural gas only or a well capable of producing natural gas and/or condensate, or distillate, or a well classified as a gas well by any governmental authority or any well in which the gas-oil ratio is so high that a governmental authority will not permit liquid hydrocarbons to be produced therefrom unless the gas is marketed.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith on hereinafter provided 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 North Side State Bank Bank at Rock Springs, Wyoming or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of THREE HUNDRED SIXTEEN AND 64/100---------- DOLLARS ($316.64) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 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 first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository hereafter close without a successor, lessee or its assigns may deposit rentals or royalties in any National bank located in the same county with the first named bank, notice of such deposit to be mailed to lessor at last known address.

5. With respect to the payment of and the right to receive delay rentals and royalties (including shut-in gas royalties), it is agreed that the termination of a life estate or term mineral interest or other precedent estate whereby the Lessor shall come into possession or use of an interest in said land shall, subject to all the provisions of this lease, become effective from and after the date when such Lessor shall have furnished satisfactory evidence to Lessee showing the termination of such life estate, term mineral interest or other precedent estate, but for all other purposes this lease shall cover such interest as and when the Lessor shall so come into the possession or use thereof.

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, or formations thereunder, as to oil and gas, or either of them, either before or after production, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order properly develop or operate said premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases, 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 spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof, or formations thereunder, into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties (excepting shut-in gas 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. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination unless the instrument or instruments identifying and describing the unitized area contain provisions for termination upon certain contingencies.

7. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, or on acreage pooled therewith, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in effect so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as such production continues.

8. 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. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

9. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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.

10. 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 or assigns, but no change in the ownership of the land, or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and 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 assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part or 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 upon which the said lessee or any assignee thereof shall make due payment of said rental. 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. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

11. Lessee may, at any time, and from time to time, execute and deliver to Lessor or place of record a release or releases covering either a full interest or an undivided interest in all or any part of the leased premises or in any one or more zones, formations or depths underlying all or any part of the leased premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the area, zones, formations, depths or undivided interests covered by such release. In the event of a partial release of this lease as to all rights in only a part of the area embraced in the leased premises, or as to an undivided interest in all formations in all or a part of the leased premises, thereafter the delay rentals herein above provided for shall be reduced proportionately.

12. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, or by fire, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not

limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and the period of such delay, interruption or stoppage shall be added to the term of this lease.

13. 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 the 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, in addition to its other rights, may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Paul Bertagnolli SS#520-18-6028 Flora Bertagnolli

Evelyn Bertagnolli

ACKNOWLEDGMENT FOR NATURAL PERSONS

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

STATE OF Wyoming. }
COUNTY OF Sweetwater } ss.

I, the undersigned Notary Public, do hereby certify that on the 28th day of Sept., 1973, personally and in person appeared Paul Bertagnolli and Evelyn Bertagnolli, Husband and Wife and Flora Bertagnolli, a Widow his/her wife/husband, the signerS of the above instrument, and personally known to me to be the personS described in and who executed the foregoing instrument and whose name is/are subscribed thereto and duly acknowledged to me that they freely and voluntarily signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 28th day of Sept., 1973

My commission expires:

My Commis. Expires Sept. 10, 1975

Notary Public, whose place of residence is
Rock Springs, Wyoming.

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

STATE OF }
COUNTY OF } ss.

I, the undersigned Notary Public, do hereby certify that on the ____ day of ____, 19____, personally and in person appeared ____ and ____ his/her wife/husband, the signer____ of the above instrument, and personally known to me to be the person____ described in and who executed the foregoing instrument and whose name____ is/are subscribed thereto and duly acknowledged to me that ____ freely and voluntarily signed, sealed, executed and delivered the same as ____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My commission expires:

Notary Public, whose place of residence is

OIL AND GAS LEASE

FROM

TO

Lot ____ Block ____ Addition ____
Section ____ Township ____ Range ____
County, ____
No. of Acres ____ Term ____

STATE OF Wyoming } SS.
COUNTY OF Sweetwater }

This instrument was filed for record on the 4th day of October, 1973, at 9:00 o'clock A. M., and duly recorded in Book 570 Oil & Gas Page 125 of the records of this office. 138294

Duane K. Clark
County Clerk—Register of Deeds.

By ____ Deputy.

When Recorded

Return to Sweetwater County Clerk

CORPORATION FORM ACKNOWLEDGMENT

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

STATE OF }
COUNTY OF } ss.

I, the undersigned Notary Public, do hereby certify that on the ____ day of ____, 19____, before me personally appeared ____ to me known to be the identical person who is described in and who subscribed the name of the maker thereof to the foregoing instrument as its ____ President, and to me personally known to be the ____ President of the corporation that executed the above and foregoing instrument on behalf of said corporation and who being by me duly sworn upon oath did say that he was authorized to execute said instrument and did say that he is the ____ President of ____ said corporation, and that he is acquainted with the seal of said corporation and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its Board of Directors and the signatures to said instrument were made by the officers of said corporation on said instrument as indicated thereon, and acknowledged to me that said corporation executed said instrument freely and voluntarily, and said ____, to me and before me duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation, which executed and delivered the same for the uses and purposes therein specified and set forth.

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

My commission expires:

Notary Public, whose place of residence is

No. 25440. Filed for record August 31, 1973 at 9:00 o'clock A.M Book 127 Photos Page 731. Francis Hejde, County Clerk. Page 731

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

RECEIVED
SEP 10 1973

I, John B. Huisman, County Clerk and Ex-Officio Register of Deeds in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Petroleum Inc. 1973 Limited Partnership, certified as a true copy filed August 29th 1973 in the State of Kansas, recorded on August 30th, 1973 at 11:12 AM Reception number 299402.

so full and entire as the same appears on the records of the County in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in the City of Cheyenne, Wyoming, this 30th day of August, A. D. 1973

County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming.

By Charlotte Smith *Deputy.*

133237

RECORDED October 4 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 127
FEES 53.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Trish Clarke Deputy

PIONEER PRINTING & STATIONERY CO.

Form Replaces Form Effective to Year End

THE STATE OF KANSAS

OFFICE OF SECRETARY OF STATE
ELWILL M. SHANAHAN • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, ELWILL M. SHANAHAN, Secretary of State of the State of Kansas, do hereby certify that the following and hereto attached is a true copy of

PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP

FILED: AUGUST 29, 1973

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this Twenty ninth day of

August A. D. 19 73

Elwill M. Shanahan
ELWILL M. SHANAHAN
SECRETARY OF STATE

By
ASSISTANT SECRETARY OF STATE

34-5211-S-2A-62 8-72-2M

FORM No. 253 CU

'72 AUG 29 PM 4:27

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
KANSAS

PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT (the "Limited Partnership Agreement"), made between PETROLEUM, INC., a Kansas corporation, and the remaining parties now or hereafter from time to time signing a Limited Partner Signature Page attached as Exhibit (C) to this Agreement or any counterpart hereof, hereinafter collectively called "LIMITED PARTNERS," such Agreement to be effective as of ..... August 27 1973.

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

1.01. Formation and Name. Pursuant to the Uniform Limited Partnership Act of the State of Kansas, PETROLEUM, INC. and LIMITED PARTNERS hereby form a limited partnership, designated "PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP" ("The Limited Partnership"), which will participate as a Joint Owner in the 1973 A Joint Operations (the "Joint Operations") to be conducted pursuant to the "Exploration and Development Agreement" attached as Exhibit (A) to this Agreement.

1.02. Designation of General and Limited Partners. PETROLEUM, INC. shall serve as General Partner of the Limited Partnership. Except as set forth in § 1.03, parties hereafter signing a Limited Partner Signature Page shall serve as LIMITED PARTNERS and shall not, as such, be bound by the obligations of The Limited Partnership.

1.03. Subscription by PETROLEUM, INC. PETROLEUM, INC. will subscribe to The Limited Partnership for a minimum of one Unit of Participation as a General Partner and to the extent of such subscription will share in costs and revenues of the Limited Partnership the same as LIMITED PARTNERS, but without limited liability.

ARTICLE II

PARTICIPATION IN OPERATIONS

2.01. Participation in Joint Operations. The Limited Partnership shall participate in the Joint Operations as provided in the Exploration and Development Agreement, which shall be entered into by The Limited Partnership upon the close of acceptance of Limited Partnership Subscriptions.

2.02. Limited Partner Subscriptions. The subscription price of a Unit of Participation in The Limited Partnership shall be $5,000. Additional subscriptions will be accepted in $1,000 (one-fifth Unit) increments. A LIMITED PARTNER'S agreed subscription to The Limited Partnership shall be referred to as his "Limited Partnership Subscription," and shall be payable as set forth in § 2.03(d). A LIMITED PARTNER'S Limited Partnership Subscription reduced by the Management Fee charged to his account shall be referred to as his "Net Limited Partnership Subscription." Aggregate Limited Partnership Subscriptions shall not exceed $3,000,000.

2.03. Participation in Expenditures and Revenues. Expenditures and revenues of The Limited Partnership shall be divided among the accounts of the parties as provided in this § 2.03 and its subsections.

2.03(a). Division of Charges and Credits—In General. LIMITED PARTNERS shall bear all expenditures and be credited with all revenues paid to or received by The Limited Partnership, except those expenditures and revenues charged or credited to PETROLEUM, INC. under § 2.03(c) hereof.

2.03(b). Division Among LIMITED PARTNERS. LIMITED PARTNERS' share of the costs and revenues of The Limited Partnership shall be divided among LIMITED PARTNERS (and PETROLEUM, INC. as to payments made by it to The Limited Partnership pursuant to § 1.03) in the ratio of their Net Limited

Partnership Subscriptions, except insofar as such division is modified by § 3.03 where operations are conducted with less than all LIMITED PARTNERS participating, and except for the Management Fee charged against each LIMITED PARTNER'S Limited Partnership Subscription as set forth in §3.02.

2.03(c). **Charges and Credits to PETROLEUM, INC.** PETROLEUM, INC., to the extent of its subscriptions made pursuant to § 1.03 hereof, shall bear and be credited with its share of the expenditures and revenues of The Limited Partnership in the same manner as LIMITED PARTNERS.

2.03(d). **Billings, Payment, and Distribution of Surplus.** Each LIMITED PARTNER (including PETROLEUM, INC., to the extent of its subscription under § 1.03), at the time of subscribing to The Limited Partnership, shall pay his Limited Partnership Subscription to The Limited Partnership.

Subject to the limitations hereinafter set forth and the provisions of § 3.03, LIMITED PARTNERS (including PETROLEUM, INC., to the extent of its subscription) shall be billed for, and shall make such further payments to, The Limited Partnership as are required in the opinion of the Partnership Manager, hereinafter designated, to satisfy their share of costs actually incurred or which are estimated will be incurred during the succeeding 90 day period.

Each party shall pay its respective portion of each such bill within 10 days of the date thereof, unless an earlier date is elsewhere provided herein. If payments are not made when due, the unpaid balance shall bear interest at the annual rate of 1% over prime at the Chase Manhattan Bank until paid; provided that if such rate of interest should for any reason prove unlawful, the unpaid balance shall bear interest at the highest rate permitted by applicable law. If legal action is required to collect any sums due hereunder from a party, such party shall pay all expenses of collection, including court costs and a reasonable attorney's fee.

Payment of any such bill shall not prejudice the right of any party to question the correctness thereof, so long as said party takes written exception thereto within 24 months of the date thereof and within such period makes written claim for adjustment, after which period any billings rendered shall be conclusively presumed to be correct.

In billing each party, said party shall first be credited with all sums advanced by him pursuant hereto.

In the event that any provision of this Agreement concerning payment shall conflict with any applicable state or Federal law or regulation, including any law or regulation concerning installment payment or the extension of credit, then payment shall be made in accordance with such applicable law or regulation.

Irrespective of any deficit in his capital account, no LIMITED PARTNER will be required to make additional payments to The Limited Partnership in excess of an additional 25% of his Limited Partnership Subscription; nor shall the LIMITED PARTNERS' aggregate total payments to The Limited Partnership exceed $..... This provision shall not serve as a limitation, however, on the Partnership Manager's right to retain, pledge, or use as much of the revenue and other assets of The Limited Partnership as are required to pay for its share of the cost of the anticipated present and future cash obligations of the Joint Operations, including amounts required to eliminate any capital deficit of the LIMITED PARTNERS, to conduct additional operations, or to repay any amounts borrowed to finance the conduct of such operations.

The Partnership Manager and The Limited Partnership are given a first and preferred lien on the interest hereunder of each party hereto and on said party's interest in the oil and gas produced and the proceeds therefrom, to secure the payment of all sums due hereunder from each party. In the event any party fails to pay when due any amount due hereunder, the Partnership Manager, without prejudice to other existing remedies, is authorized at its election to collect from any purchaser of said party's interest in production the proceeds attributable to said interest, and such purchaser is

authorized to rely on the Partnership Manager's statement as to the fact of such delinquency and the amount owing by such party.

The Partnership Manager may, at its election, following continued default after 30 days demand and notice, reduce a LIMITED PARTNER'S proportionate interest in The Limited Partnership, and its costs and revenues, to the ratio which the amount of his payments actually received as of the date of mailing of such notice bears to the total amount of his Limited Partnership Subscription and any other amounts billed to him as of such date. Such reduction shall not, however, affect revenues or costs and deductions during a taxable year unless the reduction is made prior to the due date of the partnership income tax return for such year (not including extensions).

At least quarterly, the Partnership Manager shall balance accounts and distribute to each party the amount by which advances, payments, and undistributed revenues credited to his account exceed expenditures charged to his account and his share of estimated expenditures for the succeeding 90-day period; provided, however, that no party shall under any circumstances be entitled to any interest on any amounts retained by The Limited Partnership.

2.03(e) Offering and Organization Costs. Offering and organization costs of The Limited Partnership shall be charged to the Joint Operations to be treated as a Category Two Cost under Article 10 of the Exploration and Development Agreement.

ARTICLE III
CONDUCT OF ACTIVITIES

3.01. Management. The Partnership Manager shall conduct, direct, and exercise full control over all activities of The Limited Partnership. LIMITED PARTNERS shall have no control over the conduct of the affairs of The Limited Partnership.

The Partnership Manager shall possess all powers now or hereafter granted a General Partner of a limited partnership, and such further powers as are granted it by this Agreement.

PETROLEUM, INC. is hereby designated Partnership Manager and shall so serve until it resigns or is removed upon the affirmative vote of LIMITED PARTNERS whose Limited Partnership Subscriptions hereunder equal a majority of the aggregate Limited Partnership Subscription.

In the event of the resignation or removal of the Partnership Manager, a successor shall be selected by LIMITED PARTNERS whose Limited Partnership Subscriptions equal a majority of the aggregate Limited Partnership Subscription. By creation of a successor Limited Partnership pursuant to § 6.01 hereof, such successor Partnership Manager shall replace PETROLEUM, NC. as General Partner pursuant to the provisions of § 4.06 of this Agreement which shall also govern the rights of PETROLEUM, INC. in the event of such replacement. At the request of LIMITED PARTNERS whose Limited Partnership Subscriptions equal at least 10% of the aggregate Limited Partnership Subscription, the Partnership Manager shall call a vote on such removal and selection of a successor.

The Partnership Manager shall have full authority to do all things deemed necessary or desirable by it, including but not limited to, whether similar or dissimilar, the determination of the nature and extent of the activities of The Limited Partnership; the making of expenditures and the incurring of any obligations it deems necessary to implement the purposes of The Limited Partnership; the employment of such personnel as it deems desirable for the conduct of such activities, including permanent, temporary, or part time employees, and outside consultants or contractors, and the determination of their compensation and other terms of employment; subject only to any express limitations contained herein, the acquisition, disposition, exchange, or hypothecation of any or all assets of The Limited Partnership (including without limitation, Leases, wells, equipment, and production therefrom), the use of the revenues of The Limited Partnership, and the borrowing on behalf of and the advance of money to The Limited Partnership, for any purpose and on any terms it sees fit, including without limitation the financing of the conduct of the activities of The Limited Partnership,

the repayment of such borrowings and advances, and the conduct of additional activities by The Limited Partnership, provided that such assets and revenues shall only be pledged or used for the benefit of the party to whom such assets and revenues are attributable, to the extent of his interest therein; provided further that no lender shall be required to look to the application of the proceeds hereunder, and shall be entitled to rely on the representations of the Partnership Manager as to its authority to enter into such financing arrangement and shall be entitled to deal with the Partnership Manager as if it were the sole party in interest therein, both legally and beneficially; the negotiation and execution on any terms deemed desirable in its sole discretion of any contracts, conveyances, or other instruments whether similar or dissimilar, considered by it to be useful or necessary to the conduct of such activities or the implementation of the power's granted to it hereunder; the construction and operation of salt water disposal facilities, including the drilling of wells or the conversion of previously drilled wells for this purpose; the maintenance of such insurance for the benefit of The Limited Partnership and the parties as it deems necessary; the formation of any further limited or general partnership, joint venture, or other relationships which it deems desirable; and the control of any matters affecting the rights and obligations of The Limited Partnership, including the employment of attorneys to advise and otherwise represent The Limited Partnership, the conduct of litigation, and other incurring of legal expense, and the settlement of claims and litigation. Such full and complete control over the conduct of the affairs of The Limited Partnership shall be subject only to such limitations as are expressly stated herein.

The Partnership Manager may exercise on behalf of The Limited Partnership in such manner as it, in its sole judgment, deems best, all rights and elections granted The Limited Partnership under the Exploration and Development Agreement, and may subcontract and delegate all or any part of its duties hereunder to any entity chosen by it, including an entity related to it; but such delegation shall not relieve it of its responsibilities hereunder.

3.02. **Compensation of Partnership Manager.** The Partnership Manager shall receive at the time of formation of The Limited Partnership a Management Fee equal to 8% of all individual Limited Partnership Subscriptions of $100,000 or more and 10% of all individual Limited Partnership Subscriptions of less than $100,000, as a fee for managing the activities of The Limited Partnership.

The Partnership Manager shall allocate out of its aggregate Management Fee an amount equal to 1% of the aggregate Net Limited Partnership Subscription and pay it to the Operator designated under the Exploration and Development Agreement as The Limited Partnership's contribution to such Operator's Management Fee.

3.03 **Participation in Limited Partnership Activities.** Each LIMITED PARTNER shall share in all costs and revenues charged or credited to The Limited Partnership, except for cost and revenues so charged or credited for "Assessable Operations" conducted pursuant hereto with less than all LIMITED PARTNERS participating.

Upon notification by the Operator of the Joint Operations that any Assessable Operations are to be undertaken as a part of such Joint Operations, the Partnership Manager shall so notify LIMITED PARTNERS.

Within 10 days after notice of such intended operation has been given by the Partnership Manager (or within five business days if a drilling rig is on location), any LIMITED PARTNER who desires to participate in such operation (a "Consenting Limited Partner") shall so notify the Partnership Manager; any LIMITED PARTNER not so notifying the Partnership Manager within such period (a "Non-Consenting Limited Partner") shall not be obligated or permitted to participate in such operation.

As used herein, an Assessable Operation is any new operation, including the drilling of additional wells, or the deepening or plugging back to a new horizon of a well previously participated in by The

Limited Partnership, but excluding the acquisition of new Leases, which operations are conducted by means of assessments against Consenting Limited Partners following the expenditure of Limited Partnership Subscriptions; provided, however, that such drilling of additional wells, or the deepening or plugging back to a new horizon of a well previously participated in by The Limited Partnership may, at the option of the Partnership Manager, be conducted through the pledge or use of The Limited Partnership's revenues or other assets or through advances from the Partnership Manager in which case all LIMITED PARTNERS shall participate in such operations and no consent will be required.

In the event a LIMITED PARTNER elects not to participate in Assessable Operations, the costs which otherwise would have been borne by him shall be borne by the remaining LIMITED PARTNERS consenting to participate in such operation in the ratio of their Net Limited Partnership Subscriptions, unless PETROLEUM, INC. elects to bear all or a part of such costs, in which event PETROLEUM, INC. shall be considered a LIMITED PARTNER to the extent of the costs so borne by it. In such event, the Non-Consenting Limited Partners' interests in the revenues of the Drilling Block shall terminate except for their interests in wells in whose costs they have participated and which are completed and capable of producing in commercial quantities, but only as to the formation or formations to which such wells are then completed and producing or completed and capable of producing. Thereafter, such revenues shall be shared by the parties bearing the Non-Consenting Limited Partners' share of the costs of such operations in the ratio in which such costs are borne. A Non-Consenting Limited Partner's Distribution Interest, as hereinafter defined, in assets related to such Drilling Block shall likewise be so limited to those wells and Leases in whose costs he participated.

In the event moneys are advanced by the Partnership Manager for the payment of costs of operations engaged in or expenditures incurred after the expenditure of Limited Partnership Subscriptions, the Partnership Manager shall be entitled to recoup such advances, with interest at 1% above the prime rate then in effect at Chase Manhattan Bank, out of The Limited Partnership's revenues.

The Partnership Manager may at its election pay any costs related to Assessable Operations through the pledge or use of The Limited Partnership's interest in the revenues and assets from the Joint Operations as provided in § 3.01, above; provided, however, that no Non-Consenting Limited Partner's interest in such assets and revenues shall be so withheld, pledged, or otherwise obligated, for an operation in which he has elected not to participate.

The limitations on assessments contained in § 2.03(d) hereof shall apply to and serve as an aggregate limit on assessments for Assessable Operations.

ARTICLE IV

OTHER RIGHTS OF THE PARTIES

4.01. Allocation of Deductions and Elections. To the extent permitted by law, and subject to the provisions of § 2.03(d) concerning defaulting LIMITED PARTNERS, all deductions and credits, including, but not limited to intangible drilling and development costs, depreciation, rental expenses, and the investment credit where applicable, shall be allocated to the party who has been charged with the expenditure giving rise to such deductions and credits; and to the extent permitted by law, such parties shall be entitled to such deductions and credits in computing taxable income or tax liabilities to the exclusion of any other party; provided, however, that depletion shall be divided in the ratio in which revenues are shared.

The Limited Partnership shall make an election to deduct intangible drilling and development costs on its Federal income tax returns in accordance with the option granted by the Internal Revenue Code

of 1954, as amended. No election shall be made by LIMITED PARTNERS, The Limited Partnership, or the Partnership Manager, for The Limited Partnership to be excluded from the application of the provisions of Subchapter K of the Internal Revenue Code of 1954, as amended.

In the event of the transfer of an interest in The Limited Partnership, or upon the death of an individual party hereto, or in the event of the distribution of property to any party hereto, The Limited Partnership may file an election in accordance with the applicable Treasury Regulations to cause the basis of its assets to be adjusted for Federal income tax purposes as provided by Sections 734 and 743 of the Internal Revenue Code of 1954, as amended.

4.02. **Records and Reports.** The Partnership Manager shall furnish LIMITED PARTNERS periodic and annual reports on operations, expenditures, and revenues, together with such information as they may reasonably require for the preparation of their Federal income tax returns.

Statements of the revenues and expenditures of The Limited Partnership shall be audited annually by independent certified public accountants for each year during which substantial operations are conducted by it.

The Partnership Manager shall arrange for the preparation and filing of all necessary tax returns for The Limited Partnership.

The Partnership Manager may release such information concerning the operations of The Limited Partnership to such sources as are customary in the industry or required by law or by rule, regulations, or order of any regulatory body. The Partnership Manager shall furnish to LIMITED PARTNERS at their request any information which LIMITED PARTNERS may reasonably request relative to any phase of the operations of The Limited Partnership, and LIMITED PARTNERS or their designated agents or employees shall have free access to all records relative to the operations of The Limited Partnership. Upon the written request of a LIMITED PARTNER stating a reasonable and proper purpose within the terms of this Agreement, PETROLEUM, INC. will furnish such LIMITED PARTNER, at his expense, a list containing the name, address and Limited Partnership Subscription of each LIMITED PARTNER. Such list shall not be copied in any manner, shall be used only for the purpose stated in the request, and shall be promptly returned to PETROLEUM, INC. when such purpose has been served.

4.03. **Outside Activities.** The Operator of the Joint Operations, the Partnership Manager, and any of the LIMITED PARTNERS, may engage in whatever activities they choose. It is specifically recognized that such parties, their officers, directors, partners, or affiliates, may currently engage in the exploration for and production of oil, gas and other minerals, and the furnishing of properties, equipment, material, and contract and technical services, both for their own account and for others, and, except as is otherwise provided to the contrary herein or in the Exploration and Development Agreement, nothing shall be deemed to prevent such parties from continuing such activities, or initiating further such activities, individually, jointly with others, or as a part of any other joint venture, limited or general partnership or other entity to which they are or may become a party, in any locale, and fields or areas of operation in which the Joint Operations may be conducted or the Joint Property located, or from dealing with The Limited Partnership as independent parties or through any other entity in which they may be interested, including the performance of drilling or other services for, and the sale or lease of equipment and material to, The Limited Partnership and the Joint Operations at a profit, nor as requiring them to permit The Limited Partnership to participate in any such operations in which they may be interested; provided, however, that in the event PETROLEUM, INC. or its affiliates or any of the Joint Owners in the Joint Operations acquire Leases, or interests therein, which adjoin and, by geological objective, bear a relationship to acreage committed to the

Joint Operations, such Leases, or interests therein, prior to their development, will be transferred to the Joint Operations at cost to the transferor, provided such transfer can be made without registration in conformity with securities laws.

Anything herein to the contrary notwithstanding, during the life of The Limited Partnership, no party hereto shall directly or indirectly for its own behalf secure an extension of any Lease making up a part of the Joint Property, or renew or contract to renew any such Lease before its expiration or within 6 months thereafter, without the consent of all LIMITED PARTNERS hereunder, and all Joint Owners of the Joint Operations.

4.04. Termination of Contracts. Any contract, including the Exploration and Development Agreement, between The Limited Partnership and PETROLEUM, INC. or any of its affiliates shall be terminated on not less than 60 days written notice upon the affirmative vote of LIMITED PARTNERS owning a majority of the LIMITED PARTNER interest in The Limited Partnership. At the request of LIMITED PARTNERS owning at least 10% of the LIMITED PARTNER interest in The Limited Partnership, the Partnership Manager shall call a vote on the question of terminating any such contract.

4.05. Indemnification and Exoneration of Partnership Manager. The Partnership Manager shall not be liable to the parties for any failure to comply with its obligations hereunder, except for a willful failure, gross negligence or wanton conduct.

Within the limits of their agreed payments, the parties agree to indemnify and hold the Partnership Manager harmless from any claim or liability to any third party arising out of operations hereunder.

4.06. Removal of General Partner and Termination of The Limited Partnership. PETROLEUM, INC. may be removed as General Partner of The Limited Partnership at any time by the vote of LIMITED PARTNERS whose Limited Partnership Subscriptions equal a majority of the aggregate Limited Partnership Subscription; provided however that such removal must be accomplished in an orderly manner over a reasonable period of time.

Should LIMITED PARTNERS vote to remove the General Partner, LIMITED PARTNERS must elect by a similar vote either to terminate, dissolve and wind up The Limited Partnership or to continue as a successor Limited Partnership under all the terms of this Agreement, as provided in §§6.01 and 6.02.

The removed General Partner's interest in the assets of The Limited Partnership shall be determined pursuant to §6.02 of this Agreement, as if there had been a dissolution and winding up of The Limited Partnership, and at its election, such interest shall be distributed to it or retained by it as a LIMITED, not General, PARTNER in the successor Limited Partnership. The removed General Partner, at the time of its removal, shall cause, to the extent that it is legally possible, its successor to be transferred or assigned all its rights, obligations and interests in contracts entered into by it on behalf of The Limited Partnership. In any event such General Partner shall cause its rights, obligations and interests in these contracts to terminate at the time of its removal.

At the request of LIMITED PARTNERS whose Limited Partnership Subscriptions equal at least 10% of the aggregate Limited Partnership Subscription, the Partnership Manager shall call a vote on the questions of removal of the General Partner, continuation as a successor Limited Partnership, and selecton of a new General Partner.

ARTICLE V
TRANSFER OF INTERESTS

5.01. Transferability. Any party shall have the right to mortgage or otherwise pledge its interest in The Limited Partnership, or to transfer its interest therein under any transaction in which neither gain nor loss would be recognized to it for Federal income tax purposes if the amount realized from such transactions were greater or lesser than, as the case may be, the adjusted basis for Federal income tax purposes of such interest to it. Otherwise, interests in The Limited Partnership shall be

nontransferable except transfers to or with the consent of PETROLEUM, INC., where transfer of a LIMITED PARTNER interest is concerned, or with the consent of LIMITED PARTNERS whose Limited Partnership Subscriptions equal a majority of the LIMITED PARTNER Limited Partnership Subscription where a transfer by PETROLEUM. INC. is concerned.

Any party failing to notify a transferor of its objection to any proposed or completed transfer within 30 days of the receipt of notice thereof shall be conclusively deemed to have consented thereto.

No assignee of a Limited Partnership interest shall become a substituted LIMITED PARTNER without the unanimous consent of the other partners.

Any transfer permitted hereunder shall be effective as of 7:00 a.m. of the first day of the month following the month in which it is made. Any such transfer shall further be subject to the requirements of any applicable securities laws; and no such transfer, including a transfer of less than all of a party's rights hereunder or the transfer of rights hereunder to more than one party, shall relieve the transferor of its responsibility for its proportionate part of any expenses, obligations and liabilities hereunder related to the interest so transferred, whether arising prior or subsequent to such transfer, nor shall any such transfer require an accounting by PETROLEUM, INC. or the Partnership Manager, or the granting of rights hereunder as between them and the remaining parties hereto, including the exercise of any elections hereunder, to more than one party unanimously designated by the transferees and, if he should have retained an interest hereunder, the transferor. Until a proper designation acceptable to it is received by the Partnership Manager, it shall continue to account only to the person to whom it was furnishing notices prior to such time pursuant hereto, and such party shall continue to exercise all rights applicable to the entire interest previously owned by the transferor.

The rights of any transferee shall be subject to all provisions of this Limited Partnership Agreement and the Exploration and Development Agreement.

5.02. **Presentation of LIMITED PARTNER Interests.** Subject to the terms and conditions of this § 5.02, and the right of suspension in § 5.02(d) any LIMITED PARTNER shall have the right annually beginning in 1975, at his option, to require PETROLEUM, INC. to repurchase his interest in The Limited Partnership and its assets for cash, on the basis herein set forth.

5.02(a). **Procedure for Presentation.** As of April 1, 1975 and on April 1, each year thereafter until all interests of LIMITED PARTNERS have been repurchased, PETROLEUM, INC. shall assign a "Repurchase Price," arrived at as hereinafter set forth, to the reserves and other assets of The Limited Partnership and shall promptly notify the LIMITED PARTNERS of such Repurchase Price.

Upon the receipt of any such notice, any LIMITED PARTNER desiring to exercise the right of sale granted him hereunder may exercise such right by notifying PETROLEUM, INC., by not later than 30 days following the mailing by PETROLEUM, INC. of such notice, of his election to sell his interest in The Limited Partnership and its assets. PETROLEUM, INC. shall thereupon make payment to such LIMITED PARTNER within 30 days from the date on which a properly drawn assignment of such LIMITED PARTNER'S interest (effective as of 7:00 a.m. Wichita, Kansas, time on the day on which the related Repurchase Price is determined), free and clear of all liens and encumbrances, is tendered to and accepted by PETROLEUM, INC.

Failure of a LIMITED PARTNER to notify PETROLEUM, INC. within the period specified of his election to exercise his right of sale hereunder shall serve as an election by the LIMITED PARTNER not to sell his interest.

Upon the acquisition of a LIMITED PARTNER'S interest, PETROLEUM, INC. shall, as of the effective date of such acquisition, succeed to all the rights and obligations attributable to such interest, other than limited liability.

5.02(b). Determination of Repurchase Price. The Repurchase Price of LIMITED PARTNERS' aggregate interest in the reserves and other assets of The Limited Partnership shall be arrived at by PETROLEUM, INC. by a consideration of those factors deemed relevant by it, including, without limitation, the following:

(1) The present worth of the future net revenue from the proven future recoverable reserves of The Limited Partnership, estimated by independent valuation as hereinafter set forth;

(2) Cash on hand, prepaid expenses, and accounts receivable (less a reasonable reserve for doubtful accounts);

(3) Market value, as determined where practicable by independent appraisal, of all other assets of The Limited Partnership; and

(4) The debts, obligations and other liabilities of The Limited Partnership.

Reserve value shall be arrived at through evaluation of an independent petroleum engineer or petroleum engineering firm selected by PETROLEUM, INC. Such engineer or engineering firm shall first estimate the proven future recoverable reserves of The Limited Partnership, as then established, and the future net revenue to be received therefrom, if and when produced. The present worth of such estimated future net revenue shall then be arrived at by application of a discount factor based upon an annual interest rate which will be 1% above the prime rate then being charged by the Chase Manhattan Bank, but not less than 6%. PETROLEUM, INC. shall then assign a Repurchase Price to the reserves and other assets (items 1 and 3 above), based upon 70% of the present worth estimation and asset valuation.

Each LIMITED PARTNER electing to sell shall be paid a sum for his interest arrived at by multiplying the Repurchase Price by his fractional interest in the revenues of The Limited Partnership, adjusted as necessary to take into account any of his increased or decreased interest in the revenues from Drilling Blocks in whose development not all LIMITED PARTNERS have fully participated.

5.02(c). PETROLEUM, INC.'S Preferential Right of Repurchase. Anything contained in this § 5.02 and its subsections to the contrary notwithstanding, PETROLEUM, INC. shall have the right, as of April 1, 1983, and annually thereafter, to repurchase at a Repurchase Price consisting of 100% of items (1) through (4) in Section 5.02(b), the remaining interests of all LIMITED PARTNERS whose interests have not theretofore been fully repurchased by notifying LIMITED PARTNERS of its election to repurchase. Within 30 days after receipt of such notice, each LIMITED PARTNER shall tender a properly drawn assignment of his interest to PETROLEUM, INC., free and clear of all liens and encumbrances. Upon acceptance of such tenders and payment of the Repurchase Price, PETROLEUM, INC. shall succeed to all rights and obligations attributable to such interests, except limited liability.

Until PETROLEUM, INC. exercises its preferential right of repurchase hereunder, the right of LIMITED PARTNERS to require a repurchase of their interests contained in the preceding subsections of this § 5.02 shall continue in effect.

5.02(d). Suspension of Repurchase Obligation. Anything in the foregoing provisions to the contrary notwithstanding, PETROLEUM, INC. may partially, pro rata, suspend its obligation to purchase LIMITED PARTNERS' interests for cash, if, in the judgment of PETROLEUM, INC.'S Board of Directors, there is not available adequate financing for the purchase of all such interests, or if PETROLEUM, INC.'S current financial condition would render unwise such purchase; provided, however, that PETROLEUM, INC. shall be unconditionally obligated to repurchase a minimum of 10% of the interest of each LIMITED PARTNER who duly tenders his interest pursuant to § 5.02(a) irrespective of any suspension under this § 5.02(d).

138

In the event PETROLEUM, INC. is forced to exercise any suspension of its repurchase obligation, it shall promptly so notify LIMITED PARTNERS; such suspension shall remain in effect as to all LIMITED PARTNERS whose election to sell had not been received by PETROLEUM, INC. prior to its issuance of such suspension notification, until such grounds of suspension no longer exist.

5.03. **Partial Withdrawal by PETROLEUM, INC.** Should PETROLEUM, INC. acquire an interest in The Limited Partnership pursuant to this Article V, The Limited Partnership shall at the option of PETROLEUM, INC., distribute to it the interest in properties attributable to the partnership interests thus acquired. PETROLEUM, INC.'S interest under this Agreement in the costs and revenues attributable to the Limited Partnership interests thus acquired will be reduced to the extent of any property distributions to PETROLEUM, INC.

ARTICLE VI
DURATION, DISSOLUTION, AND WINDING UP

6.01. **Termination.** The Limited Partnership shall continue in existence for a period of 50 years from the effective date of this Agreement unless sooner terminated as hereinafter set forth.

The Limited Partnership shall terminate following the occurrence of a Final Terminating Event, or upon the adjudication of bankruptcy or insolvency, or the institution of proceedings for liquidation by arrangement or composition with its creditors, of any General Partner; upon the dissolution of any corporate General Partner except as a part of a corporate merger or reorganization; upon the death or total incapacity of any individual General Partner; upon the vote of LIMITED PARTNERS to remove the General Partners, select a new General Partner and continue as a successor Limited Partnership under § 4.06; or upon the occurrence of any event which under the law governing such partnership causes the dissolution of a limited partnership. However, irrespective of the occurrence of such an event, The Limited Partnership (or any successor Limited Partnership) shall nonetheless continue until midnight of the last day of the calendar year during which the latest of the following occurs: (1) Completion of any wells commenced on behalf of or participated in by such partnership prior to notice to PETROLEUM, INC. of the occurrence of such event; (2) 30 days after notice to PETROLEUM, INC. of the occurrence of such event; or such longer period as may be required for the winding up of the affairs of The Limited Partnership. However, except upon the occurrence of a Final Terminating Event, The Limited Partnership shall not be wound up, but shall be continued by the parties thereto and their successors as a successor Limited Partnership under all the terms of this Agreement. Such successor Limited Partnership shall succeed to all of the assets of The Limited Partnership.

As used throughout this Agreement, the term "The Limited Partnership" shall include such successor Limited Partnerships and the parties thereto.

6.02. **Dissolution and Winding Up.** Upon the occurrence of a Final Terminating Event, the affairs of The Limited Partnership shall be wound up and a final accounting made, following which there shall be distributed to each party thereto its Distribution Interest in the remaining assets of The Limited Partnership.

The following shall constitute "Final Terminating Events":

(1) The expiration of the fixed term of The Limited Partnership;

(2) The giving of notice to the remaining parties by PETROLEUM, INC. of its election finally to terminate and wind up the affairs of The Limited Partnership;

(3) The giving of notice to PETROLEUM, INC. by The Limited Partnership or by LIMITED PARTNERS whose Limited Partnership Subscriptions equal a majority of the aggregate Limited Partnership Subscription, of their similar election. At the request of LIMITED PARTNERS whose Limited Partnership Subscriptions equal at least 10% of the aggregate Limited Partnership Subscription, the Partnership Manager shall call a vote on the question of termination, dissolution and winding up.

A party's "Distribution Interest" shall mean an undivided interest in the assets of The Limited Partnership equal to his current interest in the revenues of The Limited Partnership, plus or minus any adjustments (whether in money or in property of a value equal thereto) necessary to take into account such party's proportionate interest in the accrued liabilities of The Limited Partnership, and all debits or credits to or withdrawals from such party's account. Such interest shall be subject to all of the terms of the Exploration and Development Agreement. A Non-Consenting Limited Partner's Distribution Interest shall further be limited as set forth in § 3.03 hereof; the remaining interest which would otherwise be distributed to such Non-Consenting Limited Partner shall be distributed to the parties bearing such Non-Consenting Limited Partner's share of the costs of the operations in any reasonable manner selected by the Partnership Manager.

In distributing a party's Distribution Interest, legal partnership title to all assets may continue to be held in the name of The Limited Partnership, the Partnership Manager, the Operator of the Joint Operations or any nominee designated by the Partnership Manager.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. Residence and Notice. The place of residence of PETROLEUM, INC. shall be its principal place of business, as set forth opposite the signature of such party; such place of residence shall also serve as the principal place of business of The Limited Partnership and, until changed, the Partnership Manager.

The place of residence of each other party shall be as set forth opposite its signature.

Except as is elsewhere provided, where provision is made herein for notice or concurrence of any kind, such notice shall be given by mail or wire, addressed to the noticee at its residence, as set forth above, which shall also serve as its address for notice.

Such notice shall be considered given, and any applicable time shall run, from the date such notice is placed in the mails or delivered to the telegraph company as to any notice given by PETROLEUM, INC. or the Partnership Manager, and when received as to any notice given by any other party.

Any notice to a party other than PETROLEUM, INC. or the Partnership Manager, including a notice requiring concurrence or nonconcurrence, shall be effective, and any failure to respond binding, irrespective of whether or not such notice is actually received, and irrespective of any disability or death on the part of the noticee, whether or not known to the party giving such notice.

The residence and address for notice of any party hereto may be changed by written notice to the other parties hereto in the event of a change of address by PETROLEUM, INC. or the Partnership Manager, or to PETROLEUM, INC. and the Partnership Manager in the event of a change of address by any other party; provided that in the event of a transfer of rights hereunder, no notice to any such transferee shall be required, nor shall such transferee have any rights hereunder, until notice thereof shall have been given to PETROLEUM, INC. and the Partnership Manager. Any transfer of rights hereunder shall not increase the duty to give notice, and in the event of a transfer of less than all of a party's rights hereunder, or the transfer of rights hereunder to more than one party, notice to any owner of any interest in such rights shall be notice to all owners thereof.

7.02. Time and Applicable Law. Time is of the essence of each part of this Agreement.

Irrespective of the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Kansas, and that the Uniform Limited Partnership Act of the State of Kansas as now adopted or as may be hereafter amended shall govern the partnership aspects of this Agreement.

7.03. Effect and Amendment of Agreement. This Agreement may be executed in counterpart and shall be binding upon each party executing this or a similar Agreement from and after the execution

thereof by such party. Limited Partnership Subscriptions will not be accepted unless executed by the prospective LIMITED PARTNER on or before August 27, 1973 with respect to the 1973A Limited Partnership and November 1, 1973 with respect to the 1973B Limited Partnership. Otherwise, acceptance of Limited Partnership Subscriptions shall be discretionary with PETROLEUM, INC.

On or about 15 days after the organization of The Limited Partnership, the Partnership Manager shall notify each LIMITED PARTNER of the aggregate Limited Partnership Subscription of such partnership, and his percentage thereof.

This Agreement embodies the full and complete agreement of the parties; and no further amendments, alterations, modifications or changes therein shall be effective or binding upon the parties unless the same are adopted by amendment as permitted herein. Amendments may be proposed in writing by PETROLEUM, INC. or LIMITED PARTNERS whose Limited Partnership Subscriptions equal at least 10% of the aggregate Limited Partnership Subscription, and shall be effective if affirmatively concurred in by LIMITED PARTNERS whose Limited Partnership Subscriptions equal a majority of the aggregate Limited Partnership Subscription. PETROLEUM, INC. shall notify the remaining parties of any such proposed amendment, and any party supporting the same shall so notify PETROLEUM, INC. within 10 days of the date of such notice; any party not so notifying PETROLEUM, INC. within such time shall be conclusively deemed to have opposed such amendment. PETROLEUM, INC. is further authorized to further amend this Agreement, including the procedures for amendment stated herein, in any way deemed necessary or desirable by it to satisfy any requirements, conditions, guidelines, or options contained in any opinion, directive, order, ruling, or regulation of the Securities and Exchange Commission, the Internal Revenue Service, or any other state or Federal agency or court, or in any Federal or state statute, compliance with which it deems to be in the best interests of the parties. However this Agreement shall not be amended in any material respect adversely affecting the rights and obligations of LIMITED PARTNERS except with the affirmative consent of LIMITED PARTNERS whose Limited Partnership Subscriptions equal a majority of the aggregate Limited Partnership Subscription.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, devisees, personal representatives, successors and assigns, and shall run with the interests subject thereto. The terms "The Limited Partnership," "PETROLEUM, INC.," "LIMITED PARTNER," or "parties" shall equally apply to any successor Limited Partnership, and to any party or any heir, devisee, personal representative, successor or assign of a party.

7.04. **Admission of Additional Partners, Power of Attorney, and Representations.** Each LIMITED PARTNER represents that he had during his last tax year, or estimates that he will have during this current tax year, "taxable income," as defined in Section 63 of the Internal Revenue Code of 1954, as amended, some portion of which was or would in the absence of this investment be subject to Federal income tax at a rate of 50% or more, and that he is a person having a net worth of not less than $50,000; or that he has a net worth of $200,000 or more; and that this investment is being made solely for his personal account, or that of him and his spouse, and that he has made no arrangements to subdivide or to sell or transfer such interest, or any portion thereof to any other person.

Each LIMITED PARTNER hereby consents to the admission to The Limited Partnership of such additional LIMITED, or General, PARTNERS as PETROLEUM, INC., in its discretion, chooses to admit, and duly appoints PETROLEUM, INC. with full power of substitution, his true and lawful attorney:

(1) to execute, swear to, file and record any Certificate of Formation of Limited Partnership or amendments or cancellation thereof and any other instruments which may be required by law in any jurisdiction to permit qualification of The Limited Partnership or for any other purpose necessary to implement the purposes of this Agreement; and

(2) to sign, execute and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D. C., or in the field, and any officer or employee thereof) as well as with any other Federal or state agencies, departments, bureaus, offices, or authorities deemed appropriate by PETROLEUM, INC.:

(i) all and any offers to lease, Leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitation lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation the Mineral Leasing Act of 1920, as amended, 30 USA § 181 et seq., the Right-of-Way Leasing Act of 1930, 30 USC § 301, et seq., and the Acquired Land Leasing Act of 1947, 30 USC § 351 et seq.) or any lands of any state,

(ii) all statements of interest and holdings in behalf of the LIMITED PARTNERS;

(iii) any other statements, notices or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 C.F.R. § 3123.2(d)(2) or under any other state or Federal act relating to the leasing of state or Federal lands for oil and gas exploration or production; and

(iv) any requests for approval of assignments or transfers of Federal or state oil and gas Leases, any unitization, pooling, communitization agreements and any other instruments which PETROLEUM, INC. may execute as General Partner, with such grant of authority being irrevocable and a power coupled with an interest.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the day and year hereinafter shown.

PETROLEUM, INC.:
(General Partner)

PETROLEUM, INC.

By Eric J. Judge
President

ATTEST:
Richard Weinman
Secretary

Limited Partnership Subscription: $265,000.00

Residence and Address for Notice:

Suite 800
The R. H. Garvey Building
300 West Douglas
Wichita, Kansas 67202

STATE OF Kansas }
COUNTY OF Sedgwick } SS.

Subscribed and sworn to before me this 22nd day of August, 1973

D. M. Enright
Notary Public

My commission expires: D. M. Enright, Notary Public
Sedgwick County, Kansas
My Commission Expires July 8, 1974

[SEAL]

EXPLORATION AND DEVELOPMENT AGREEMENT

EXHIBIT (A)

to

LIMITED PARTNERSHIP AGREEMENT

of

PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP

Exhibit (A)

PETROLEUM, INC. 1973 A JOINT OPERATIONS

EXPLORATION AND DEVELOPMENT AGREEMENT

This Agreement (the "Exploration and Development Agreement") is entered into between PETROLEUM, INC., a Kansas corporation, Petrocap Ltd., a limited partnership formed pursuant to the Uniform Limited Partnership Act of the State of Kansas, Petroleum, Inc. 1973 A. Limited Partnership, (the "Limited Partnership"), a limited partnership formed pursuant to the Uniform Limited Partnership Act of the State of Kansas, and the other parties now or hereafter signing a Signature Page attached as Exhibit III hereto, to be effective as of August 27, 1973.

PURPOSE AND STRUCTURE

This Agreement is entered into for the purpose of conducting oil and gas exploratory and development operations on Drilling Blocks acquired for such operations. These operations shall hereinafter be referred to as the "Joint Operations," and shall be conducted by PETROLEUM, INC. as "Operator."

The Limited Partnership and parties signing a Signature Page attached as Exhibit III hereto shall serve as "Joint Owners." Other than the Limited Partnership, only PETROLEUM, INC., officers and directors of PETROLEUM, INC., members of R. H. Garvey family and past private investors of PETROLEUM, INC., or entities controlled by such persons, shall be eligible to subscribe as Joint Owners; provided, however, that to be eligible to subscribe as Joint Owners, such parties must also meet the same suitability standards required of Limited Partners to the Limited Partnership, as set out in § 7.04 of the Limited Partnership Agreement.

The Joint Owners' contributions to the Joint Operations shall be indicated on their respective Signature Pages and shall be referred to as their "Subscription." As used herein, a Joint Owner's "Net Subscription" shall refer to his total Subscription less the amount of the Management Fee charged against that Subscription.

1. *Assignment of Leases.* Petrocap Ltd. shall assign to itself and to the Joint Owners, as direct owners, an undivided beneficial interest in those Leases selected by it as a part of its contribution to the Joint Operations. Such interest shall be referred to as Petrocap Ltd.'s or a Joint Owner's "Assigned Interest." Petrocap Ltd.'s or a Joint Owner's Assigned Interest shall be a percentage of the Lease interests acquired for the Joint Operations equal to their respective proportionate interests in revenues of the Joint Operations as determined under Article 10 and will be subject to adjustment in the event Assessable Operations are undertaken with less than all Joint Owners consenting to participate as provided in Article 8.

Petrocap Ltd., will bear any sales commissions and offering costs on sales of limited partnership interests in the Limited Partnership and Joint Owner Interests in the Joint Operations and will not charge Joint Owners with such commissions and offering costs as part of the cost of Leases assigned to them or otherwise.

A Joint Owner's Assigned Interest shall be subject to all terms, obligations, and burdens (including, without limitation, whether similar or dissimilar, overriding or excess royalties, production payments, and net profits, carried or reversionary interests, whether created by reservation or grant) existing on acquired Leases which are assigned to the Joint Owners and which make up the Joint Property; provided that no such burdens shall be created in favor of the Operator, Petrocap Ltd., PETROLEUM, INC. or their officers, directors, or employees, or any affiliates of such parties. Such acquisition may likewise include interests heretofore or hereafter initially acquired by any such parties on their own behalf, whether individually, jointly with others, or as a part of any joint venture or

limited or general partnership to which such parties are or may be a party, and may include interests acquired partially for the benefit of Joint Owners and partially for the benefit of others, including related entities or other entities to which any such parties are or may be a party in which event only the actual cost of such interest to the assignor shall be charged to the Joint Operations.

Legal title to all Leases assigned to Joint Owners may be taken in the name of PETROLEUM, INC., Petrocap Ltd., or the Operator, or in the name of a nominee designated by the Operator; provided that no Lease held in the name of PETROLEUM, INC., Petrocap Ltd., or the Operator or any nominee designated by the Operator shall be considered to have been acquired on behalf of the Joint Owners unless and until Petrocap Ltd. has notified the Operator and the Joint Owners of such acquisition on their behalf, and a letter agreement evidencing a Joint Owner's interest has been executed.

As used in this Agreement and its attachments, "Lease" shall mean any full or partial interest in an oil and gas lease, or in oil and gas mineral rights, fee rights, licenses, concessions, or other rights under which the holder is entitled to explore for and produce oil and/or gas, and shall further include any contractual rights to acquire any such interest.

In the event less than a full interest in any Lease is assigned to the Joint Operations, "Joint Property" shall refer to the interest so dedicated, and a Joint Owner's Assigned Interest shall be his specified percentage of ownership of the interest so dedicated and not such percentage of the full leasehold interest.

2. *Designation of Drilling Blocks.* Petrocap Ltd., through its General Partner, Petroleum, Inc., shall divide the Joint Property into "Drilling Blocks," with each Drilling Block consisting of a geographical area which PETROLEUM, INC. believes is favorably located on a geologic feature, and is prospective for the production of oil or gas.

Upon determining to commit all or a part of any Drilling Block to the Joint Operations, Petrocap Ltd. shall so notify the Operator (if other than PETROLEUM, INC.) and the Joint Owners that the Drilling Block has been designated as a part of the Joint Property; such notice shall further describe the geographical area covered by such Drilling Block, and the interest therein being committed to the Joint Operations.

Each notice of Lease acquisition furnished a Joint Owner shall designate the Drilling Block within which such Leases fall.

Petrocap Ltd. may, but shall be under no obligation to, amend its geographical description of a Drilling Block to increase the size thereof if subsequent developments indicate that such amendment is appropriate, and if such amendment can be accomplished in a manner consistent with the terms of the Limited Partnership Agreement of the Limited Partnership, in which event it shall so notify the Operator (if other than PETROLEUM, INC.), and the Joint Owners.

In addition, each Joint Owner shall receive notice prior to commencement of each well on each Drilling Block that has been committed to the Joint Operations.

3. *Examination of Title.* The Operator shall have title to Leases examined on behalf of the Joint Owners, shall review such title opinions, and take such further steps as are necessary in its best judgment to render title acceptable for the purposes of this Agreement. The Operator shall be free, however, to use its own best judgment in waiving title requirements and shall not be liable to the Joint Owners for any mistakes of judgment; nor shall the Operator, Petrocap Ltd. or PETROLEUM, INC. be deemed to make any warranties or representations, express or implied, as to the validity of any Lease titles assigned to the Joint Owners or the extent of the interest covered thereby.

Conduct of the Joint Operations

4. *In General.* The Joint Operations shall be conducted by the Operator, hereinafter designated. The Operator shall have full direction and control over the Joint Operations to the exclusion of all other parties.

5. *Powers of the Operator.* The Operator shall have full authority to do all things deemed necessary or desirable by it in the conduct of the Joint Operations, including but not limited to, whether similar or dissimilar, the determination of the nature and extent of the Joint Operations; the making of expenditures and the incurring of any obligations it deems necessary to implement the purposes of such operations; the employment of such personnel as it deems desirable for the conduct of such activities, including permanent, temporary, or part time employees, and outside consultants or contractors, and the determination of their compensation and other terms of employment; subject only to any express limitations contained herein, the acquisition, disposition, exchange, or hypothecation of any or all of the Joint Property (including without limitation, Leases, wells, equipment, and production therefrom), the use of the revenues of the Joint Operations, and the borrowing on behalf of and the advance of money to the Joint Owners, for any purpose and on any terms it sees fit, including without limitation the financing of the conduct of the Joint Operations, the repayment of such borrowings and advances, and the conduct of additional activities, provided that such assets and revenues shall only be pledged or used for the benefit of the party to whom such assets and revenues are attributable to the extent of his interest therein; provided further that no lender shall be required to look to the application of the proceeds hereunder, and shall be entitled to rely on the representations of the Operator as to its authority to enter into such financing arrangement and shall be entitled to deal with the Operator as if it were the sole party interest therein, both legally and beneficially; the negotiation and execution on any terms deemed desirable in its sole discretion of any contracts, conveyances, or other instruments, whether similar or dissimilar, considered by it to be useful or necessary to the conduct of such operations or the implementation of the powers granted it hereunder, the making of all decisions concerning the desirability of paying, and the payment or supervision of the payment of, all delay rentals and shut-in royalty payments; the construction and operation of salt water disposal facilities, including the drilling of wells or the conversion of previously drilled wells for this purpose; the maintenance of such insurance for the benefit of the parties as it deems necessary, but in no event less in amount or type than that set forth in Exhibit II hereto; the conduct of litigation and other incurring of legal expense, and the settlement of claims and litigation; and the operation of producing wells participated in as a part of the Joint Operations.

The Operator may contract and delegate all or any part of its duties hereunder to any entity chosen by it, including an entity related to it; but such delegation shall not relieve it of its responsibilities hereunder.

6. *Designation, Resignation and Removal of Operator.* PETROLEUM, INC. is hereby designated Operator of the Joint Operations, and shall so serve until it resigns, or is removed as Operator as hereinafter provided.

The Operator may be removed upon the affirmative vote of Joint Owners whose Assigned Interests equal a majority of the aggregate Joint Owner Assigned Interest.

In the event of the resignation or removal of the Operator, a successor shall be selected by the mutual designation of PETROLEUM, INC., acting as General Partner of Petrocap Ltd., and Joint Owners whose Assigned Interests equal a majority of the aggregate Joint Owner Assigned Interest.

Resignation or removal of PETROLEUM, INC. as Operator shall not affect the rights, interests, and obligations to be earned and performed by it as General Partner of Petrocap Ltd. in connection with the evaluation, acquisition, and assignment of Leases to the Joint Owners, pursuant to the terms of Articles 1 and 10 of this Agreement.

7. *Termination of Contracts.* Any contract between the Operator and any of its affiliates shall be terminated at any time upon not less than 60 days advance written notice by the affirmative vote of Joint Owners whose Assigned Interests equal a majority of the aggregate Joint Owner Assigned In-

terest. At the request of Joint Owners whose Assigned Interests equal at least 10% of the aggregate Joint Owner Assigned Interest, the Operator shall call a vote on the question of terminating any such contract.

8. *Conduct of Drilling Operations.* The Operator will notify each Joint Owner prior to undertaking any "Assessable Operations" on any Drilling Block in which he owns an interest. As used herein, an Assessable Operation is any new operation, including the drilling of additional wells, or the deepening or plugging back to a new horizon of a well previously participated in by the Joint Operations, but excluding the acquisition of new Leases, which operations are conducted by means of assessments against Joint Owners; provided, however, that such drilling of additional wells, or the deepening or plugging back to a new horizon of a well previously participated in by the Joint Operations may, at the option of the Operator, be conducted through the pledge or use of Joint Operations revenues or other assets or through advances from the Operator in which case all Joint Owners shall participate in such operations and no consent will be required. Payments requested of Joint Owners for Assessable Operations shall not exceed 25% of their subscriptions to the Joint Operations. If a Joint Owner elects to participate in such subsequent drilling, he shall so notify the Operator within 10 days after notice of such proposed operation (or within 5 business days, if a drilling rig is on location); notice of such election to participate must be received within such period to be effective, otherwise the Joint Owner will be deemed to have refused to participate in such subsequent drilling.

In the event a Joint Owner elects not to participate in Assessable Operations ("Non-Consenting Joint Owners"), the costs which otherwise would have been borne by him shall be borne by the remaining Joint Owners consenting to participate in such operation ("Consenting Joint Owners") in the ratio of their Assigned Interests in such Drilling Block, unless Operator elects to bear all or a part of such costs, in which event Operator shall be considered a Joint Owner to the extent of the costs so borne by it. In such event, a Joint Owner's Assigned Interest in the Drilling Block shall terminate except for his interest in wells in whose costs he has participated and which are completed and capable of producing in commercial quantities, but only as to the formation to which such wells are then completed and producing or completed and capable of producing. Thereafter such interest shall be assigned to the parties bearing such Non-Consenting Joint Owner's share of the costs of such operations in the ratio in which such costs are to be borne.

9. *Joint Venture Operations with Other Companies.* From time to time, portions of the Joint Property may be explored, developed, or operated pursuant to joint venture arrangements with other oil companies. If such other company is designated unit operator of such operation, the Accounting Procedure attached hereto will be superseded by the accounting procedure attached to the operating agreement entered into with such other company, and Petrocap Ltd. and each Joint Owner will bear its/his portion of all costs incurred pursuant thereto. The Operator may supply additional services in connection with such operations, and the costs thereof will be billed to Petrocap Ltd. and each Joint Owner.

The powers granted the Operator hereunder will likewise extend to such joint venture operations.

Participation in Expenditures and Revenues

10. *In General.* Except as modified by Article 8 where operations are conducted with less than all Joint Owners participating, expenditures and revenues incurred and received in connection with a given Lease shall be shared among the parties as hereinafter set forth.

Expenditures. The accounts of the parties hereto shall be charged as follows for items expended for the Joint Operations:

(1) Category One Costs shall be charged to the Joint Owners. As used herein, and except as provided in "(2) (b)" below, "Category One Costs" shall mean: (a) all delay rentals and shut-in or minimum royalties; (b) all costs incident to and necessary for the drilling of wells and the preparation of wells for production and which costs in themselves have no salvage value, and all additional expenses incurred in completing or testing for production, and all costs of further

equipping, reworking, plugging back, deepening, repairing or performing remedial work of any type on, or of plugging and abandoning, any well participated in by, or any equipment of, the Joint Operations, where not chargeable as Category Two or Category Three Costs; (c) Abandonment Loss Costs, as defined below; (d) all Management Fees and Administrative Overhead reimbursement paid the Operator pursuant to Article 11 hereof, except that per-well charges provided for in Paragraph 1 of Section III of the attached Accounting Procedure shall be considered Category Three Costs when charged at producing well rates, and (e) all other expenditures not otherwise covered below, which are not chargeable as Category Two or Three Costs.

(2) Category Two Costs shall be charged to Petrocap Ltd. As used herein, and except as provided in "(1)(c)" above, "Category Two Costs" shall mean: (a) all costs customarily associated with acquisition of oil and gas Leases, including Lease bonuses, the cost of abstracts, Lease acquisition title examinations and title curative and defense, but excluding screening, geological, and geophysical expense concerning prospective Lease acquisitions, except to the extent any such costs might be required to be capitalized for Federal income tax purposes; (b) any portion of costs otherwise covered by "(1)" above which is required to be capitalized for Federal income tax purposes by reason of any interest in favor of any third party; (c) all costs, other than Abandonment Loss Costs, as defined below, of acquisition, or leasing of items used or installed in connection with the drilling, testing, completion or production of any well participated in by the Joint Operations which in themselves have a salvage value, and which costs would be required to be capitalized for Federal income tax purposes if expended for the purchase of such items; and (d) all expenses incurred in connection with the financing of Joint Operations by the securing of funds from the Joint Owners and the Limited Partners of the Limited Partnership, including sales commissions and all other offering costs, and costs of internal management and administration required under present law to be capitalized for Federal income tax purposes, and all of the organization costs of the Limited Partnership and the Joint Operations.

(3) Category Three Costs shall be charged to Petrocap Ltd. and to the Joint Owners in the ratio in which they are sharing in the related revenues of the Joint Operations. As used herein, "Category Three Costs" shall mean all customary expenses of operation and production incurred on a recurring monthly basis in connection with the production and marketing of the oil and gas found through the Joint Operations, and the costs of maintaining all necessary records, or preparing all periodic and annual reports, reserve evaluations, and all tax returns, and of performing all accounting services for the Joint Operations.

As used herein, "Abandonment Loss Costs" shall mean those costs otherwise covered by "(2)" above which relate to any well which is not completed as a commercially productive well and which are not recouped by salvage, or which relate to Leases later abandoned or otherwise condemned; provided that Abandonment Loss Costs shall not exceed the amount of loss recognized for Federal income tax purposes, nor shall any well be considered to have been completed as commercially productive until the revenues creditable to the Joint Operations from the oil and gas produced from such well for a period of three full consecutive calendar months exceed the related Category Three Costs incurred in connection with such well during the same period; and provided further that costs shall be recognized as Abandonment Loss Costs at such time as the related expenditure qualifies for deduction for Federal income tax purposes, at which time appropriate charges and credits shall be made as necessary to the accounts of the parties.

Revenues. The revenues of the Joint Operations shall be credited 36% to Petrocap Ltd. and 64% to the Joint Owners.

Division Among Joint Owners. The Joint Owners' share of the costs and revenues shall be divided among such Joint Owners in the ratio of their Net Subscriptions, subject to adjustment (1) if As-

sessable Operations are conducted under Article 8 with less than all Joint Owners participating; or (2) as discussed below in the event of a default in Subscription payments; and provided, however, that the Management Fee specified in Article 11 applicable to Joint Owners other than the Limited Partnership, shall be charged only to such Joint Owners other than the Limited Partnership.

Special Projects and Sale of Leases. The foregoing division of expenditures and revenues shall apply to all customary drilling and producing operations, but shall not apply to the construction of compressor plants, water stations, secondary recovery systems, gas products plants, pipelines and other transmission or major storage facilities and other "Special Projects," as distinguished from the more usual drilling and producing operations. The division of costs and revenues of any Special Projects undertaken by the Joint Operations shall be agreed upon by amendment pursuant to the provisions set forth in Article 21 of this Agreement.

Proceeds from the sale of undeveloped Leases or producing properties, or interests therein to the extent of the adjusted tax basis of Leases and salvage value of equipment shall be credited to Petrocap Ltd. and the balance shall be credited between the Joint Owners and Petrocap Ltd. in the ratio in which revenues are shared.

Subscriptions. No Subscriptions will be accepted unless executed by the prospective Joint Owner on or before August 27, 1973, with respect to the 1973A Joint Operations, and November 1, 1973, with respect to the 1973B Joint Operations. The Joint Operations will begin with a minimum of $500,000 in Subscriptions to the Limited Partnership and Subscriptions from other Joint Owners. The maximum aggregate Subscriptions to the Joint Operations exclusive of assessments, shall not exceed a total of $9,000,000. The Subscription of each Joint Owner other than the Limited Partnership must be at least $10,000. The Limited Partnership, as a prospective Joint Owner with no minimum Subscription, shall pay its entire Subscription at the time of subscribing. Other prospective Joint Owners shall make an initial payment of at least $10,000 at the time of subscribing. Additional amounts may be subscribed by such Joint Owners in multiples of $1,000. A Joint Owner's Net Subscription is his Subscription, less the Management Fee specified under Article 11, hereof.

Petrocap Ltd. shall transfer the following to the Joint Operations as its contribution to the Joint Operations and shall be credited with the amount of cash contributed and with an amount equal to the adjusted basis for Federal income tax purposes of other contributed property at the time of transfer:

(a) Leases, as herein defined, selected by Petrocap Ltd. through its General Partner, PETROLEUM, INC. for the Joint Operations;

(b) Equipment and other items used or installed in connection with the drilling, testing, completion or production of any well participated in as part of the Joint Operations which in themselves have a salvage value, except to the extent such items are rented as part of the Joint Operations; and

(c) Cash sufficient to pay all other costs charged to their account to the extent such costs exceed their share of undistributed revenues or proceeds of loans as part of the Joint Operations, to be paid at the time such costs are required to be paid by the Joint Operations.

The interest of Petrocap Ltd. in the capital and revenues of the Joint Operations is in consideration for, and is the only consideration for, the transfer of the property specified above to the Joint Operations; and Petrocap Ltd. shall receive no compensation or reimbursement directly or indirectly for any of its costs incurred in acquiring the property which it contributes to the Joint Operations. Compensation paid to PETROLEUM, INC. or its successor as Operator shall be solely for its duties of management of the Joint Operations, and supervision of the drilling and operation of oil and gas wells, and not for services rendered by it in its capacity as General Partner of Petrocap Ltd.

All parties agree promptly to pay for their share of all costs and expenses incurred in the acquisition and maintenance of the Joint Property and the conduct of the Joint Operations, as provided herein, such payment to be made according to monthly invoices tendered by the Operator, or, at its election a party will pay quarterly in advance his share of costs and expenses according to requests from the Operator, based on good faith estimates of such costs and expenses to be incurred in the next succeeding calendar quarter. The Operator will tender monthly invoices to each party which will reflect the amount applied to such party's actual expenditure from his advance payment account. Any balance remaining in a party's advance account will be applied to his next month's expenditure, or in the event of termination will be refunded to such party in full without interest. Any deficiency between a party's advance payment and actual expenditure will be immediately paid by him. Such payments shall be due within 15 days of the date of the invoice. If payment is not paid within said 15 days, Operator shall notify the party of such default. If payment is not received within 10 days thereafter, Operator shall reduce the party's Assigned Interest and interest in revenues to an interest proportionate to the payments made by such party. The interest thus forfeited shall be acquired by Operator which shall bear the costs and expenses incurred thereafter which are attributable to the interest acquired and such party agrees to execute such additional instruments as may be necessary or desired to further evidence the ownership of such interest by Operator.

Each of the parties hereto shall have the right to take in kind or separately dispose of his or its proportionate share of the oil and gas produced from the premises exclusive of production which may be used in development and producing operations on said premises and production unavoidably lost, and shall pay or cause to be paid all applicable royalties thereon. In the event any party hereto shall fail to make the arrangements necessary to take in kind or separately dispose of his or its proportionate share of the oil and/or gas produced from said premises, Operator shall have the right, for the time being and subject to revocation at will by the party owning same, to sell such oil or gas to others at not less than the price which Petrocap Ltd. receives for its own portion of such oil or gas. Each party hereto shall be entitled to receive directly payment for his/its proportionate share of the proceeds from the sale of all oil and gas produced, saved and sold from said premises, and on all purchases or sales each party shall execute any division order or contract of sale pertaining to his/its interest. Any extra expenditure incurred by the taking in kind or separate disposition by any party hereto of his/its proportionate share of the production shall be borne by such party.

If money contributions from others are secured by the Operator in support of wells drilled as a part of the Joint Operation, each Joint Owner will receive credit for his proportionate part of such contributions.

11. *Operator's Compensation.* As compensation for its services, Operator shall receive reimbursement for an allocable portion of its Administrative Overhead and shall receive the Combined Fixed Rates provided in Section III of the Accounting Procedure attached hereto. In addition, Operator shall receive a Management Fee from all Joint Owners other than the Limited Partnership equal to 1% of their aggregate Subscriptions to the Joint Operations, exclusive of assessments. The Partnership Manager of the Limited Partnership shall allocate out of its Management Fee under the Limited Partnership Agreement an amount equal to 1% of the aggregate Net Limited Partnership Subscription, as defined in the Limited Partnership Agreement, and pay it to Operator as the Limited Partnership's contribution to Operator's Management Fee.

As used herein, "Administrative Overhead" shall mean, to the extent such costs are currently deductible for Federal income tax purposes: (1) all costs and expenses paid by the Operator relating to its district and general offices; the wages and expenses of personnel, including executive officers, employed in such offices; and any other items classified as general administrative

overhead, including depreciation; (2) all general geological and geophysical expenditures, and other costs of Lease evaluation, other than costs related to Leases actually acquired by such party, whether for its own benefit or for the benefit of others, and all geological and geophysical expense, and all other costs in any way related to the cost of acquiring or maintaining Leases acquired by such party but subsequently released, or transferred at less than such cost; (3) amounts paid to outside parties for accounting services; and (4) all other costs and expenses not directly related to the conduct of a specific activity as covered by Section II of the Accounting Procedure attached hereto; but such terms shall exclude accounting and production department expenses.

Miscellaneous Provisions

12. *Supplemental Documents.* Each party shall promptly execute and deliver to the Operator all letter agreements, contracts, assignments, operating agreements, releases, or other instruments deemed necessary or advisable by it in the conduct of the Joint Operations.

13. *Reports.* The Operator shall furnish to each Joint Owner annually on a calendar year basis (cash basis accounting) such financial data as each Joint Owner will need in reporting his participating interest for income tax purposes, and shall further furnish each Joint Owner periodic reports, not less than quarterly, on operations, expenditures and revenues, including an annual statement of expenditures and revenues, audited by independent certified public accountants, for each year during which substantial operations are conducted for such Joint Owner's account.

Upon the written request of a Joint Owner stating a reasonable and proper purpose within the terms of the Agreement, to be determined in Operator's sole discretion, Operator shall furnish such Joint Owner, at his expense, a list containing the names, addresses and Assigned Interests of all Joint Owners. Such list shall not be copied in any manner, shall be used only for the purpose stated in the request, and shall be promptly returned to Operator when such purpose has been served.

14. *Elections as to Taxation.* No party shall elect for the operations under this Agreement to be excluded from the application of all the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954, as amended. If the income tax laws of the state or states in which the properties to be covered hereby are located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954, as amended, above referred to, under which a similar election is permitted; such parties agree that such election shall not be exercised.

The election to deduct intangible drilling and development costs in accordance with the option granted by the Internal Revenue Code of 1954 shall be made for the Joint Operations on its Federal income tax return.

To the extent permitted by law, all deductions and credits, including, but not limited to, intangible drilling and development costs, depreciation, rental expenses, and the investment credit where applicable, shall be allocated to the party who has been charged with the expenditure giving rise to such deductions and credits; and to the extent permitted by law, such parties shall be entitled to such deductions and credits in computing taxable income or tax liabilities to the exclusion of any other party; provided, however, that percentage depletion shall be divided in the ratio in which revenues are shared and allowable depletion in excess of percentage depletion shall be allocated to the party who has been charged with the expenditure giving rise to such deduction.

In the event of the transfer of an interest in the Joint Operations, or in the event of the distribution of property to any party hereto, the Joint Operations may file an election in accordance with the applicable Treasury Regulations to cause the basis of the Joint Operations' assets to be adjusted for Federal income tax purposes as provided by Sections 734 and 743 of the Internal Revenue Code of 1954, as amended.

15. *Outside Activities.* The Operator, Petrocap Ltd. and the Joint Owners may each engage in whatever activity they choose. It is specifically recognized that such parties, their officers, directors, partners, or affiliates, may currently engage in the exploration for and production of oil, gas and other minerals, and the furnishing of properties, equipment, material, and contract and technical services, both for their own account and for others, and, except as is otherwise provided herein, and in Section 4.03 of the Limited Partnership Agreement, nothing shall be deemed to prevent such parties from continuing such activities, or initiating further such activities, individually, jointly with others, or as a part of any other joint venture, limited or general partnership or other entity to which they are or may become a party, in any locale, and fields or areas of operation in which the Joint Operations may be conducted, or the Joint Property located, or from dealing with the Joint Operations as independent parties or through any other entity in which they may be interested, including the performance of drilling or other services for, and the sale or lease of equipment and material to the Joint Operations at a reasonable profit, nor as requiring them to permit the parties hereto to participate in any such operations in which they may be interested.

However, anything herein to the contrary notwithstanding, no party hereto, except for PETROLEUM, INC., shall participate in the Limited Partnership either as a General or Limited Partner.

Anything herein to the contrary notwithstanding, during the duration of the Joint Operations, no party thereto shall directly or indirectly for its own behalf secure an extension of any Lease subject thereto, or renew or contract to renew any such Lease before its expiration or within 6 months thereafter, without the consent of Petrocap Ltd. and all of the Joint Owners.

PETROLEUM, INC., the Operator, and each of their officers, directors, principal stockholders, and affiliates, have reserved the right to participate in the Joint Operations as Joint Owners.

16. *Joint Liability.* The liability of the parties hereunder shall be joint and several as to third parties. However, as among themselves, each party shall be responsible only for his/its obligations, as herein set out.

17. *Liability of Operator.* Operator shall not be liable for any loss of property or of time caused by strikes, riots, fires, tornadoes, floods or for any other cause beyond the control of Operator nor shall Operator be liable for any failure to comply with its obligations hereunder, except for a willful violation, gross negligence or wanton conduct. All of the provisions of this Agreement are hereby expressly made subject to all applicable Federal or state laws, orders, rules and regulations, and in the event this contract or any provision hereof is found to be inconsistent with or contrary to any such law, rule or regulation, the latter shall be deemed to control and this contract shall be regarded as modified accordingly and as so modified shall continue in full force and effect.

18. *Term.* Subject to the other provisions hereof, this Agreement shall remain in full force and effect during the life of the jointly owned Lease(s) and thereafter until all materials, equipment, supplies and property have been salvaged and disposed of and until a final settlement between the parties has been made, unless sooner terminated either by the Limited Partnership pursuant to § 4.04 of its Limited Partnership Agreement or by the affirmative vote of Joint Owners whose Assigned Interests equal a majority of the aggregate Joint Owner Assigned Interest. At the request of Joint Owners whose Assigned Interests equal at least 10% of the aggregate Joint Owner Assigned Interest, Operator shall call a vote on such termination.

19. *Transfer of Interest.* Every sale, encumbrance, transfer or other disposition made by any party hereto shall be made expressly subject to this Agreement, and shall be made without prejudice to the rights of the other parties.

If any party (herein called "Selling Party") shall dispose of, to a non-signatory party, all or any part of its interest in the Leases subject hereto, the Selling Party shall continue to be responsible to the

parties hereto just as if no transfer of interest had occurred. Selling Party's continuing responsibility for such entire interest shall be inclusive of all events under this Agreement, including but not limited to billings, payments, notices, approval for expenditures and elections to be made. However, the Selling Party may qualify one financially responsible assignee acceptable to Operator to act for the entire interest or interests assigned by furnishing Operator with the following: (a) Copies of the assignment or assignments; (b) A ratification of this Agreement signed by the assignees; (c) A statement signed by the assignee to be billed, that it will make necessary sub-billings for all interests assigned by Selling Party.

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 and they shall have the right to receive, separately, payment of the sale proceeds thereof.

20. *Notice.* All notices of any nature provided for herein or in any attachment hereto shall be deemed to have been properly given when sent by certified or registered mail or by prepaid telegram addressed as set forth at the end of this Agreement, or as later properly changed by similar notice to the remaining parties. Address for notice of the Operator shall, until changed, be the same as that provided for PETROLEUM, INC.

21. *Effect and Amendment of Agreement.* This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, heirs, successors and assigns. This instrument constitutes the entire agreement between the parties hereto, and no course of dealing shall serve to alter the terms hereof, unless by written, mutual consent of all parties hereto, provided that PETROLEUM INC., as Operator, is authorized to amend this Agreement and its attachments in any way deemed necessary or desirable by it to satisfy any requirements, conditions, guidelines, or options contained in any opinion, directive, order, ruling, or regulation of the Securities and Exchange Commission, the Internal Revenue Service, or any other state or Federal agency, or in any Federal or state statute, compliance with which it deems to be in the best interests of the parties, or to conform with the practices of other companies with whom joint venture operations are to be conducted as a part of the Joint Operations. However this Agreement shall not be amended in any material respect adversely affecting Joint Owners' rights and obligations without the affirmative consent of Joint Owners owning a majority of the aggregate Joint Owner Assigned Interest.

This Agreement may otherwise be amended by the proposal of the Operator, Petrocap Ltd., or Joint Owners owning at least 10% of the aggregate Joint Owner Assigned Interest, provided that such amendment is concurred in by the affirmative vote of Joint Owners owning a majority of the aggregate Joint Owner Assigned Interest. At the request of Joint Owners owning at least 10% of the Joint Owner Assigned Interest, Operator shall call a vote on such amendment proposed by Joint Owners.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Kansas. Time shall be of the essence of each provision hereof, and each provision of the attachments hereto. This Agreement shall not be assigned, pledged, or otherwise disposed of, in whole or in part, without the written consent of PETROLEUM, INC., as General Partner of Petrocap Ltd.

If the foregoing represents a Joint Owner's understanding of the Agreement, he shall indicate acceptance by signing below or on a Signature Page attached as Exhibit III hereto, whereupon this shall be a binding agreement, effective as of the date first above set forth.

PETROLEUM, INC.

[SEAL]

By _____
President

ATTEST:

_____
Secretary

Subscription to Joint Operations

$ _____

Address for Notices:

Suite 800
The R. H. Garvey Building
300 West Douglas
Wichita, Kansas 67202

PETROCAP LTD.

By PETROLEUM, INC., its General Partner

[SEAL]

By. _____
President

ATTEST:

_____
Secretary

Address for Notices:

Suite 800
The R. H. Garvey Building
300 West Douglas
Wichita, Kansas 67202

PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP

By PETROLEUM, INC., Its Partnership Manager

[SEAL]

By _____
President

ATTEST:

_____
Secretary

Subscription to Joint Operations

$ 265,000.00

Address for Notices:

Suite 800
The R. H. Garvey Building
300 West Douglas
Wichita, Kansas 67202

EXHIBIT "I"

Attached to and made a part of the Exploration and Development Agreement.

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"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.

"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 acquisition, 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 parties to this Agreement other than the Operator.

"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. 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 a statement of all charges and credits to the Joint Account, summarized by appropriate classification indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the annual rate of 1% over the prime rate then being charged by the Chase Manhattan Bank or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Op-

erator 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.

5. 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 adjustments of accounts as provided for in Paragraph 4 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. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of Non-Operators is expressly required under Paragraphs 5A, 5B, 6A and 8 of Section II, Section III, Section V, Section VI, and Paragraph 4 of Section VII, of this Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the Operator shall notify all Non-Operators and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

7. Advances by Operator

In the event Operator advances sums on behalf of the Non-Operators for the conduct of Joint Operations on their behalf, such sums shall bear interest at an annual rate of 1% above the prime interest rate then being charged by the Chase Manhattan Bank.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

2. Labor

A. (1) Salaries and wages of Operator's employees directly employed on the Joint Property In the Joint Operations.

(2) Salaries of first-level supervisors in the field if such charges are excluded from the Combined Rates—Well Basis of Section III.

(3) Salaries and wages of technical employees temporarily assigned to and directly employed on the Joint Property if such charges are excluded from the Combined Rates—Well Basis of Section III.

(4) Salaries and wages of technical employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property if such charges are excluded from the Combined Rates--Well Basis of Section III.

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. 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. 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.

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. 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 chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be chargeable at Operator's actual cost.

4. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. 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, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by Operator and 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, recognized barge terminal, or railway receiving point unless agreed to by Operator and Non-Operators. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by Operator and 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.

157

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 Section III. The cost of professional consultant services shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

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 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, attorney's 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 unless agreed to by Operator and 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, except those fees and expenses of outside attorneys for drilling and spacing applications and other Corporation Commission work may be charged to the Joint Account.

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

Net premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge therefor at Operator's actual cost.

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

1. Combined Rates—Well Basis

Operator shall charge the Joint Account, to cover its costs of furnishing various accounting and production services in connection with the drilling and operation of wells on the Joint Property, the following fixed per-well charges:

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
0'- 3000'	$ 465.00	$ 70.00	$ 60.00	$ 50.00
3001'- 6000'	575.00	95.00	80.00	70.00
6001'- 9000'	760.00	125.00	105.00	80.00
9001'-12000'	925.00	150.00	130.00	110.00
12001'-Below	1200.00	185.00	150.00	120.00

2. Application of Combined Rates

The following limitations, instructions and charges shall apply in the application of the rates as provided under Paragraph 1 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 waterflooding operations and salt water disposal wells shall be considered the same as producing oil 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. Any well being plugged or produced during any portion of the month shall be considered as a producing well for the entire month.

(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 rig or workover rig capable of drilling 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 a 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, shut-in wells shall be counted in determining the charge hereunder for such month if said wells contribute allowable production that is actually produced during such month from one or more unit wells as a result of allowable transfer, inclusion in the unit allowable or other circumstances, but the total shut-in well count shall be limited to the minimum number of shut-in wells necessary to provide the contributed allowable actually produced during the month.

(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, shall be considered as a producing well for each separately producing horizon, providing each completion is considered a separate well by governmental or other statewide regulatory authority.

C. The well rates for producing wells shall be applied to the individual leases; provided that, whenever leases covered by this Agreement are operated as unitized projects, the well rates shall be applied to the total number of producing wells (irrespective of individual leases), on each Unit.

D. The well rates shall be adjusted as of the first day of April 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, or the equivalent Canadian Index as published by the Dominion Bureau of Statistics, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

3. Amendment of Rates

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-Operators 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, except line pipe, shall be priced on a maximum carload and/or barge load weight basis regardless of quantity transferred and equalized to the lowest prevailing price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available effective at date of transfer.

(2) Line pipe shall be priced at the current replacement cost effective at date of transfer from a reliable supply store nearest the Joint Property where such Material is normally available if the movement is less than 30,000 pounds. If the movement is 30,000 pounds or more, it shall be priced on the same basis as casing and tubing under Subparagraph (1) of this paragraph.

(3) When the Operator has equalized actual hauling costs as provided for in Paragraph 5 of Section II, Operator is permitted to include ten cents (10¢) per hundredweight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

(4) 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 normally available.

(5) 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 is not suitable for its original function until after reconditioning shall be furnished to the Joint Account under one of the two methods defined below:

(a) Classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material. The cost of reconditioning shall be absorbed by the Operator of the transferring property.

(b) Classified as Condition "C" and priced at fifty per cent (50%) of current price of new Material. The cost of reconditioning also shall be charged to the receiving property, provided Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(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. In lieu of rates based on costs of ownership and operation of equipment, other than automotive, Operator may elect to use commercial rates prevailing in the area of the Joint Property less 20%; for automotive equipment, rates as published by the Petroleum Motor Transport Association may be used. 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 agreed to by Operator and Non-Operator, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from 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 to the Joint Account.

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 agreed to by 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 sixy-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five per cent (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. **Sed-Order Material**

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but useable 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 38 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 Controllable Material.

1. **Periodic Inventories, Notice and Representation**

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. 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.

2. **Reconciliation and Adjustment of Inventories**

Reconciliation of inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the 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-Operators 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.

4. **Expense of Conducting Periodic Inventories**

The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

EXHIBIT "II"

Attached to and made a part of Exploration and Development Agreement.

Operator shall carry and charge to the Joint Account insurance in amounts not less than the following:

(a) Workmen's Compensation	Statutory
(b) Automobile Liability:	
Bodily Injury	$300,000 per person $500,000 per accident
Property Damage	$250,000 per accident
(c) Liability other than automobile:	
Bodily Injury	$300,000 per person $500,000 per accident
Property Damage	$250,000 per accident
(d) Employer's Liability	$100,000 per accident

All losses not covered by standard form policies of insurance for the above coverage shall be joint losses, and shall be borne by the parties as their interests appear at the time of the occurrence.

Operator shall not be required to provide fire, explosion, windstorm, or other property hazard insurance on oil in storage or on leasehold equipment and shall not be required to provide underground damage liability insurance. All losses from these causes will be joint losses, and shall be borne by the parties as their interests appear at the time of the occurrence.

It is understood that Operator does not warrant the financial responsibility of its insurance carrier, and except for willful negligence, Operator shall not be liable to non-Operators for any loss resulting from insufficiency of the insurance carried, or of the insurer with whom carried. It is further understood that Operator shall not be liable to non-Operators for any loss accruing by reason of Operator's inability to obtain or maintain the above insurance, but Operator shall notify non-Operators in writing if it is unable to obtain or maintain such insurance.

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Guy Antonelli
Signature

Guy Antonelli
Please Print Name

Residence and Address for Notice

19350 Rainbow Dr.
Lathrup Village
Michigan 48076

Tax I.D. (Social Security) No.

365-16-6224

Limited Partnership Subscription

No. of Units: 5
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 25,000.00

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Execution Date: August 27, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 28th day of August, 1973.

My Commission expires: ROSE M. MANOR
Notary Public, Wayne County, Michigan
My Commission Expires October 21, 1976

Rose M Manor
Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric J. Jaeger
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

David S. Cooper
Signature—Registered Representative

(W-5)
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

D. J. Bracken
Signature

J. Bracken
Please Print Name

Residence and Address for Notice

66 Webber Place
Grosse Pointe Shores,
Michigan 48236

Tax I.D. (Social Security) No.

#283-09-4451

Limited Partnership Subscription

No. of Units: one
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 5,000

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

Execution Date: August 27, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 27th day of August, 1973.

ROSE M. MANOR
Notary Public, Wayne County, Michigan
My Commission Expires October 21, 1976

Rose M. Manor
Notary Public

My Commission expires:

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY: Edward J. Joyce
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

Robert P. Seeber / Robert P. Seeber
Signature—Registered Representative

#36
R. R. Number

C-1

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

John K. Holcomb
Signature

John K Holcomb
Please Print Name

Residence and Address for Notice

619 Fall River Dr
Coldwater, Mich
49036

366-05-1238
Tax I.D. (Social Security) No.

Limited Partnership Subscription

No. of Units: 1
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 5000.00

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Execution Date: August 27, 1973.

STATE OF Kansas }
COUNTY OF Sedgwick } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 27th day of August, 1973.

My Commission expires: CHARLOTTE WEIDMAN STATE NOTARY PUBLIC Sedgwick County, Ks. My Comm. Exp. Jan. 28, 1977

Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27th day of August, 1973.

PETROLEUM, INC.

BY _____
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley Bennett McDaid
Firm Name

Jack Ewy
Signature—Registered Representative

S-3
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

x Ruth Davies Ireland
Signature

Ruth Davies Ireland
Please Print Name

Residence and Address for Notice

Birch Park Manor
Apt. 14-A
1151 N. Atlantic Blvd.
Ft. Lauderdale, Fla. 33304

Tax I.D. (Social Security) No.

#362-01-7486

Limited Partnership Subscription

No. of Units: two (2)
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 10,000

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Execution Date: August 24, 19 73.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 27th day of August, 19 73.

Rose M. Manor
Notary Public

ROSE M. MANOR
~~Notary Public, Wayne County, Michigan~~
My Commission Expires October 21, 1976

My Commission expires

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 19 73.

PETROLEUM, INC.

BY Eric J. Jaeger
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

Robert P. Seeber
Signature—Registered Representative

#36
R. R. Number

Signed forms in the State of Michigan.

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Joyce D. Jorgenson
Signature

Mrs. Joyce D. Jorgenson
Please Print Name

Residence and Address for Notice

15840 Windmill Pte. Dr.
Grosse Pointe Park,
Michigan 48230

384-14-5725

Tax I.D. (Social Security) No.

384-14-5725

Limited Partnership Subscription

No. of Units: 2
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ -10,000.00-

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Execution Date: August 21, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 24th day of August, 1973.

ROSE M. MANOR
~~Notary Public, Wayne County, Michigan~~
My Commission Expires October 21, 1976

Rose M. Manor
Notary Public

My Commission expires:

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY E. H. Jaffe
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

Harrison Bird
Signature—Registered Representative

H-1
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Signature

I. NELS JORGENSON
Please Print Name

Residence and Address for Notice

15840 Windmill Pte. Dr.
Grosse Pointe Park,
Michigan 48230

Tax I.D. (Social Security) No.

383-07-1949

Limited Partnership Subscription

No. of Units: two
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ -10,000.00-

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Execution Date: August 24, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 24th day of August, 1973.

Rose M. Manor
Notary Public

My Commission expires: ROSE M. MANOR
Notary Public, Wayne County, Michigan
My Commission Expires October 21, 1976

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric H. Jorgensen
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

Harrison Bird
Signature—Registered Representative

BIRD H-1
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

William B. McIntyre
Signature

Harriett G. McIntyre
Signature

William B. McIntyre, M.D.
Harriett G. McIntyre
Please Print Name

Residence and Address for Notice

1233 Audubon Road
Grosse Pointe, Mich.
48230

Tax I.D. (Social Security) No.

383-05-9105

Limited Partnership Subscription

No. of Units: 2
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 10 000.

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

Execution Date: August 22, 1973.

STATE OF Michigan
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 22nd day of August, 1973.

My Commission expires: ROSE M. MANOR
~~Notary Public, Wayne County, Michigan~~
My Commission Expires October 21, 1976

Rose M. Manor
Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric J. Jaffe
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

William D. Hensley
Signature—Registered Representative

#20
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Harold L Pemberton
Signature

Esther S. Pemberton

HAROLD PEMBERTON
ESTHER S. PEMBERTON
Please Print Name

Residence and Address for Notice

RTE #8 - BOX 313
COLDWATER, MICH. 49036

Tax I.D. (Social Security) No.

292-03-1048

Limited Partnership Subscription

No. of Units: 2
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 10,000.00

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

Execution Date: AUGUST 27, 1973.

STATE OF MICHIGAN
COUNTY OF ~~BARRY~~ KENT } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 27th day of AUGUST, 1973.

My Commission expires: ~~Notary Public, Kent County, Mich.~~ ROGER J. NORDYKE Notary Public, Kent County, Mich. My Commission Expires June 25, 1977

Roger J. Nordyke
Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973-A Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric M Jaffe
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

[illegible]
521 [illegible] Firm Name
[illegible] RAPIDS, MICHIGAN 49503

Adrian C. Fleer
Signature—Registered Representative

1107
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

X Frank Quail
Signature

Frank Quail
Please Print Name

Residence and Address for Notice

25925 Glendale
Detroit, Michigan
48239

Tax I.D. (Social Security) No.

#382-12-7702

Limited Partnership Subscription

No. of Units: ten
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 50,000.00

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

Execution Date: August 28, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 28th day of August, 1973.

My Commission expires: _____

Rose M. Manor
Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

ROSE M. MANOR
Notary Public, Wayne County, Michigan
My Commission Expires October 21, 1976

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric D. Jaeger
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

/Walter A. Bayer
Signature—Registered Representative

#11 Walter A. Bayer
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Robert G. Rushing
Signature

ROBERT G. RUSHING
Please Print Name

Residence and Address for Notice

913 CHEROKEE
ROYAL OAK, MICH
48067

Tax I.D. (Social Security) No.

#414-30-0650

Limited Partnership Subscription

No. of Units: 2
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 10,000.-

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

Execution Date: AUGUST 20, 1973

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS.

Casimer J. Kania, Notary Public
Wayne County acting in and for
Oakland County, Michigan

Subscribed and sworn to before me, a Notary Public for this County and State, on this 20TH day of AUGUST, 1973.

My Commission expires: 6-30-74

Casimer J. Kania
Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973-A Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric J. Jager
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Moseley, Bennett, McDonald & Co
Firm Name

David McClary
Signature—Registered Representative

49
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973 LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973 LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Signature

Residence and Address for Notice

3776 Maidstone
Jackson, Michigan
49203

Charles R. St. John
Please Print Name

Tax I.D. (Social Security) No.

#386-07-7589

Limited Partnership Subscription

No. of Units: one (1)
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 5,000.00

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Execution Date: August 22, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 22nd day of August, 1973.

My Commission expires: ROSE M. MANOR
Notary Public, Wayne County, Michigan
My Commission Expires October 21, 1976

Rose M. Manor
Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973 Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY Eric F. Jaye
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley, Bennett, McDonald & Co.
Firm Name

William D. Hershey / Wm. D. Hershey
Signature—Registered Representative

#20
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Russell Thomas
Signature

Russell Thomas
Please Print Name

Residence and Address for Notice

2990 Pontiac Trail

Walled Lake, Michigan

Tax I.D. (Social Security) No.

236-24-8919

Limited Partnership Subscription

No. of Units: 2
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 10,000.00

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

DONNA L. KUESTER
Notary Public Wayne County, Mich.
Acting in Oakland County, Mich.
My Commission Expires Oct. 10, 1976

Execution Date: Aug 22, 1973.

STATE OF Michigan }
COUNTY OF Wayne } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 22nd day of August, 1973.

My Commission expires: Oct 10 1976

Notary Public

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973-A Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY _____
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

William. C. Roney & Co.
Firm Name

Signature—Registered Representative

72
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Jacob R. VanLoo
Signature

Residence and Address for Notice

2141 Catonagon SE
Grand Rapids, Mich.
49506

Limited Partnership Subscription

No. of Units: 1
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 5,000

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) Increments will also be accepted.

Jacob R. VanLoo
Please Print Name

Tax I.D. (Social Security) No.

370-40-9200

Execution Date: August 27, 1973

STATE OF Kansas }
COUNTY OF Sedgwick } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 27th day of August, 1973.

Charlotte Weidman
Notary Public

My Commission expired: CHARLOTTE WEIDMAN
STATE NOTARY PUBLIC
Sedgwick County, Ks.

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973-A Limited Partnership.

Accepted this 27th day of August, 1973.

PETROLEUM, INC.

BY _____
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Manley Bennett & McDonald
Firm Name

Terry B Dolley
Signature—Registered Representative

S-1
R. R. Number

ORIGINAL

EXHIBIT (C) TO LIMITED PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Prospectus and the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP.

If the Subscription stated below of the undersigned is accepted by PETROLEUM, INC., the undersigned hereby executes and swears to the Limited Partnership Agreement of PETROLEUM, INC. 1973-A LIMITED PARTNERSHIP as a LIMITED PARTNER, thereby agreeing to all the terms thereof.

Limited Partner

Charles B. West
Signature

Residence and Address for Notice

West Lumber Company

1491 Piedmont Avenue, N. E.
Atlanta, Georgia 30309

Charles B. West
Please Print Name

Tax I.D. (Social Security) No.

245-16-9541

Limited Partnership Subscription

No. of Units: 20
(at $5,000 per Unit)*
Limited Partnership Subscription:
$ 100,000

*Minimum subscription: One Unit ($5,000). To Illinois residents, the minimum subscription shall be two Units ($10,000). Additional subscriptions in $1,000 (1/5 Unit) increments will also be accepted.

Execution Date: August 27, 1973.

STATE OF Kansas }
COUNTY OF Sedgwick } SS.

Subscribed and sworn to before me, a Notary Public for this County and State, on this 27th day of August, 1973.

Charlotte Weidman
Notary Public

My Commission expires: CHARLOTTE WEIDMAN STATE NOTARY PUBLIC Sedgwick County, Ks. My Comm. Exp. June 28, 1977

PENNSYLVANIA RESIDENTS MUST EXECUTE THE REPRESENTATION ON THE REVERSE SIDE HEREOF.

[SEAL]

Return Original and Duplicate Original to Petroleum, Inc. Include a check for the Limited Partnership Subscription payable to Petroleum, Inc. c/o 1973-A Limited Partnership.

Accepted this 27 day of August, 1973.

PETROLEUM, INC.

BY _____
President

The following restriction is applicable to residents of the State of California:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

BROKER-DEALER INFORMATION

Securities, Inc.
Firm Name

G. Nelson Van Fleet
Signature—Registered Representative

R. R. Number

JOHN W. (BILL) JARVIS
DISTRICT LANDMAN

PETROLEUM, INC.
500 COLORADO STATE BANK BLDG.
DENVER, COLORADO 80202
OFF. 303/893-9921
RES. 303/771-4183

74

Agreement for Limited Partnership

Petroleum, Inc.

to

The Public

254480

STATE OF WYOMING)
)ss.
County of Crook)

This instrument was filed for record at 9:00 o'clock ..... minutes A M., on the 31 day of August A. D., 19 73 recorded in Book 127 ph on page 731 and duly ~~recorded~~ ~~indexed according to law.~~ ~~Abstracted~~ ~~Checked~~

Francis Hejde
~~County~~ Clerk and Ex-Officio Register of Deeds of said County

By Virginia L. Hejde Deputy

$ 52.00

When recorded return to

Petroleum Inc.
Attention John W. (Bill) Jarvis
500 Colorado State Bank Building
Denver, Colorado 80202

Times Printers, Sundance, Wyoming

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. [redacted]-20136

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

138379

1. Charles L. Brown
100 South Greeley Hwy.
Cheyenne, Wyoming 82001

RECORDED October 10 19 73 10:00 AM
IN BOOK 50 Oil & Gas PAGE 179
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Clarke Deputy

The undersigned, as owner of [redacted] percent of record title of the above-designated oil and gas lease issued effective *(date)* July 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 29 North, Range 110 West, 6th P.M., Sublette County, Wyoming

Section 25: All
Section 24: All

Containing 1280.00 acres

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)* 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 23rd day of June, 1973

John Ball
(Assignor's Signature)

P. O. Box 10010
(Assignor's Address)

Cheyenne, Wyoming 82001
(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 /s/ Glenna M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 5 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. FOR ASSIGNOR

180

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming }
County of Laramie } ss.

On this 23rd day of June, A. D. 1973, before me personally appeared Jo Ann Ball 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 23rd day of June, A. D. 1973.

LOIS L. SIEDOW - NOTARY PUBLIC
(SEAL) COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires:
My Commission expires Aug. 31, 1975

Lois L. Siedow
Notary Public

[redacted] [redacted] [redacted]

181

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 undersigned's knowledge and belief and are made in good faith.

Executed this 25th day of June , 19 73

[redacted]
(Assignee's Signature)

300 South Greeley Highway
Cheyenne, Wyoming 82001

(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.

☆U.S. Government Printing Office:

Form 3106--5
(February 1971)
FACSIMILE REPRODUCTION by
Tallock's Inc., Denver--266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1570

Serial No.
U.S.A. W-0318971-A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Globe Drilling Company
610 Patterson Building
Denver, Colorado 80202

1.

The undersigned, as owner of 50% percent of record title of the above-designated oil and gas lease issued effective *(date)* Sept. 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 27 North, Range 111 West, 6th P.M.
Section 11: All

Containing 640 acres, more or less
Sublette County, Wyoming

Subject to that certain 60-day reassignment rider to Mrs. Mildred H. LaCoy dated March 31, 1966.

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)* 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 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 9th day of August, 1973

Walter Reed
(Assignor's Signature)

Box 817
Liberal, Kansas
(Assignor's Address)

Walter Reed
Box 817
Liberal, Kansas

(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

138405

Assignment approved as to the lands described below:

RECORDED October 12 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 182
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Clarke Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

PART II

153

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 9th day of August, 1973, personally appeared Walter Reed

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. My Commission expires April 23, 1977

Katherine Ryan
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, *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 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1509

Serial No. W-0318971

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Globe Drilling Company
610 Patterson Bldg.
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)* Sept. 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 27 North, Range 111 West, 6th P.M.

Section 12: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$

Containing 600 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)* 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 9th day of August, 19 73

Walter Reed
(Assignor's Signature)
Walter Reed

(Assignor's Address)
Box 817
Liberal, Kansas

(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

138406

Assignment approved as to the lands described below:

RECORDED October 12 19 23 9:00 A M
IN BOOK 50 Oil & Gas PAGE 154
FEES $ 3.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Faisy Clarke Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] (Title) [redacted] (Date)

[redacted] [redacted] [redacted]

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 9th day of August, 1973, personally appeared Walter Rundell

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 My Commission expires April 23, 1977

Kathrine Ryan
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, *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.

156

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1569

Serial No. W-0318969-A

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Globe Drilling Company
610 Patterson 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, 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 27 North, Range 111 West, 6th P.M.

Section 1: All
Section 2: $NE\frac{1}{4}$, $E\frac{1}{2}$ $NW\frac{1}{4}$

Containing 880.00 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)* 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)* Production payment of $300.00 per acre out of 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 9th day of August, 19 73

Walter Reed
(Assignor's Signature)

Walter Reed

(Assignor's Address)

Box 817
Liberal, Kansas

(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:

138407

RECORDED October 12 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 186
FEES $ 3.00 Susan R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois Lyster Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

[redacted]

[redacted] [redacted] [redacted] 157

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 9th day of August, 1973 personally appeared Walter Rinehart

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 My Commission expires April 23, 1977

Kathleen Ryan
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, *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 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver—266-1481

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-0318977

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Globe Drilling Company
610 Patterson 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, 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 28 North, Range 111 West, 6th P.M.

Section 34: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$

Section 35: All

Containing 1,240.00 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)* 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%

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 9th day of August, 1973

Walter Reed
(Assignor's Signature)

Walter Reed

(Assignor's Address)
Box 817
Liberal, Kansas
(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

138408

Assignment approved as to the lands described below:

RECORDED October 12, 1973 9:02 A M
IN BOOK 57 Oil & Gas PAGE 188.
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yates Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] (Title) [redacted] (Date)

[redacted] [redacted] [redacted]

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 9th day of August, 1973, personally appeared Walter Rush

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 My Commission expires April 23, 1977

Kathleen Ryan
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, *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 statement 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 [illegible]).

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 such 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 interest. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tallock's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1500

Serial No. W-0323875-A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Globe Drilling Company
610 Patterson Building
Denver, Colorado 80202

The undersigned, as owner of 50% percent of record title of the above-designated oil and gas lease issued effective *(date)* April 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 28 North, Range 111 West, 6th P.M.

Section 26: All

Containing 640.00 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)* 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%

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 9th day of August, 19 73

Walter Reed
(Assignor's Signature)

Walter Reed

(Assignor's Address)

Box 817
Liberal, Kansas

(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 **138409**

Assignment approved as to the lands described below:

RECORDED October 12 19 73 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 190
FEES $ 3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Clarke Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] (Title) [redacted]

[redacted] [redacted] [redacted] 71

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 9th day of August, 1973, personally appeared Walter Reed

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 My Commission expires April 23, 1977

Katherine Kyed
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, *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 31...

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 such 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 interest. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1500

Serial No. W-8716

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Globe Drilling Company
610 Patterson 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)* October 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 27 North, Range 111 West, 6th P.M.
Section 24: N/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)* 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)* 1%

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 9th day of August, 19 73

Walter Reed
(Assignor's Signature)
Walter Reed

(Assignor's Address)
Box 817
Liberal, Kansas

(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

138410

Assignment approved as to the lands described below:

RECORDED October 12 19 73 7:00 A M
IN BOOK 50 Oil & Gas PAGE 192
FEES $3.00 Anna L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Terry J. Clarke Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] (Title) [redacted]

[redacted] PART II [redacted] 193

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 9th day of August, 1973, personally appeared Walter Kuol

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 My Commission expires April 23, 1977

Katherine Ryan
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; *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 is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized 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 statement 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

4. *Statement of interests* — Assignee *must* state 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 such 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 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42—R1560

Serial No. W-0323875-B

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Globe Drilling Company
610 Patterson 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)* April 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 28 North, Range 111 West, 6th P.M.

Section 24: S½
Section 25: NW¼, W½ NE¼, NE¼ NE¼

Containing 600.00 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)* 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%

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 9th day of August, 19 73

Walter Reed
(Assignor's Signature)

(Assignor's Address)

Walter Reed

Box 817
Liberal, Kansas

(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 **138411**

Assignment approved as to the lands described below:

RECORDED October 12 19 72 1:00 P M
IN BOOK 50 Oil & Gas PAGE 194
FEES $ 3.00 Anna E. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Eva J. Clark Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: T[redacted] ay be reproduced provided that [redacted] reproductions on one sheet of both sides [redacted] official form

[redacted] PART II [redacted] 175

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

[redacted]

(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 [redacted] } 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 August, 19 73, personally appeared [redacted]

and [redacted], 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: My Commission expires April 23, 1977

[redacted]
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; *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 is 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, 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 3106-5
(February 1971)
FACSIMILE REPRODUCTION by Tatlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1580

Serial No. W-0318971-A

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Calif Resources, Inc.
1018 Patterson Building
Denver, Colorado 80202

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* Sept. 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)*

Sublette County, Wyoming
Township 27 North, Rage 111 West, 6th P.M.
Section 11: All
Containing 640.00 acres, more or less

Subject to that certain 60-day reassignment rider to Mrs. Mildred H. LaCoy dated March 31, 1966.

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.)* $12.50 per acre out of 1/16 plus 3.75% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2½%

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 13th day of August, 19 73

GLOBE DRILLING COMPANY

By _____
(Assignor's Signature) President

ATTEST: _____
Secretary

(Assignor's Address)
610 Patterson Building
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

138412

Assignment approved as to the lands described below:

RECORDED October 12 1973 9:02 A.M.
IN BOOK 50 Oil & Gas PAGE 196
FEES $3.00 Muriel L Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Doris J. Clarke Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, 1973, 19 73, before me personally came the above named John Gable (who being by me duly sworn, did say that he is the President of Globe Drilling Co.

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 My Commission expires April 23, 1977

Katherine Ryan
Notary Public
Residing at: Denver, Colorado

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 incorporated; (b) that it is authorized to hold oil and leases; (c) that officer executing assignment is authorized act on behalf of the corporation in such matters; and (d) centage of voting stock and percentage of *all* stock owned aliens 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.

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 3106).

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.

193

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Intech's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-8716

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Calif Resources, Inc.
1018 Patterson 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)* October 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 27 North, Range 111 West, 6th P.M.

Section 24: N½

Containing 320 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.)* $12.50 per acre out of 1/16 plus 5.25% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 1%

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 13th day of August, 1973

GLOBE DRILLING COMPANY

By _____
(Assignor's Signature) President

ATTEST:
Laura Larson
Secretary

(Assignor's Address)
610 Patterson Building
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 138413

Assignment approved as to the lands described below:

RECORDED October 12 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 198
FEES $3.00 Carol R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: Th[redacted] may be reproduced provided that copies a[redacted] reproductions on one sheet of both sides [redacted] official form

[redacted] [redacted] [redacted] 199

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, , 19 73 , before me personally came the above named

John Gable (who being by me duly swom, did say that he is the

President of Globe Drilling Co.

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:

My Commission expires April 23, 1977

Katherine Egan
Notary Public
Residing at: Denver, Colorado

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, 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 assignees *must* be in full compliance with the regulations (43 CFR 310

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 such 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 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1569

Serial No. W-0318971

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Calif Resources, Inc.
1018 Patterson 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)* Sept. 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 27 North, Range 111 West, 6th P.M.

Section 12: N½, N½S½, SE¼SW¼, S½SE¼

Containing 600 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.)* $12.50 per acre out of 1/16 plus 3.25% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(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.

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 13th day of August, 19 73

GLOBE DRILLING COMPANY

By John Gubb
(Assignor's Signature) President

ATTEST:
Laura Larson
Secretary

(Assignor's Address)
610 Patterson Building
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 **138414**

Assignment approved as to the lands described below:

RECORDED October 12 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 200
FEES $3.00 Leona R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Fern L. Yake Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: T[redacted] may be prepared provided that copies [redacted] reproductions on one sheet of both sides [redacted] official form

[redacted] [redacted] [redacted] 201

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, , 19 73 , before me personally came the above named

John Gable (who being by me duly sworn, did say that he is the

President of Globe Drilling Co.

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: My Commission expires April 23, 1977

Notary Public
Residing at: Denver, Colorado

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 is 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 statement showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, refer to it by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignees *must* be in full compliance with the regulations (43 CFR 3106).

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 such assignee giving the nature and extent of the interest of each and the nature of 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. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3109–5
(February 1971)
FACSIMILE REPRODUCTION by
Tallack's Inc., Denver 266-1661

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1500

Serial No. W-0318977

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Calif Resources, Inc.
1018 Patterson 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)* Sept. 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 28 North, Range 111 West, 6th P.M.

Section 34: N½, N½S½, SE¼SW¼, S½SE¼
Section 35: All

Containing 1,240.00 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)* 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.)* $12.50 per acre out of 1/16 plus 3.25% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(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.

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 13th day of August, 19 73

GLOBE DRILLING COMPANY

By John Sable
(Assignor's Signature) President

ATTEST: Laura Larson
Secretary

(Assignor's Address)
610 Patterson Building
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 138415

Assignment approved as to the lands described below:

RECORDED October 12 19 73 9:00 A M
IN BOOK 50 Oil + Gas PAGE 202
FEES $3.00 Cecil R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois Hoffaker Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies [redacted] reproductions on one sheet of both sides [redacted] official form [redacted]

[redacted] [redacted] [redacted] 203

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, , 19 73, before me personally came the above named John Gable (who being by me duly swom, did say that he is the President of Globe Drilling Co.

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: My Commission expires April 23, 1977

Notary Public
Residing at: Denver, Colorado

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 is 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, 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* state whether or not he is the sole party in interest in this 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 such 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 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tailock's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1511

Serial No. W-0323875-A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Calif Resources, Inc.
1018 Patterson Building
Denver, Colorado 80202

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 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 28 North, Range 111 West, 6th P.M.

Section 26: All

Containing 640.00 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)* 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.)* $12.50 per acre out of 1/16 plus 3.25% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(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.

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 13th day of August, 1973

GLOBE DRILLING COMPANY

By John Gubb
(Assignor's Signature) President

Laura Larson
Secretary

(Assignor's Address)
610 Patterson Building
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 **138416**

Assignment approved as to the lands described below:

RECORDED October 12, 1973 at 9:00 A M
IN BOOK 50 Oil & Gas PAGE 209
FEES $3.00 Anna R Mack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

_____ (Title) _____ (Date)

[redacted] [redacted] [redacted]

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, , 19 73 , before me personally came the above named
John Gable (who being by me duly sworn, did say that he is the
President of Globe Drilling Co.
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: My Commission expires April 23, 1977.

Notary Public
Residing at: Denver, Colorado

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 [illegible]).

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 interest. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Talley's Inc., Denver 266-1661

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1555

Serial No. W-0318969-A

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Calif Resources, Inc.
1018 Patterson 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)* Sept. 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 27 North, Range 111 West, 6th P.M.

Section 1: All
Section 2: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

Containing 880.00 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)* 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.)* $12.50 per acre out of 1/16 plus 3.25% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Production payment of $300.00 per acre out of 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 13th day of August, 19 73

GLOBE DRILLING COMPANY

BY: John Gabel
(Assignor's Signature) President

ATTEST: Laura Larson
Secretary

(Assignor's Address)
610 Patterson Building
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 138417

Assignment approved as to the lands described below:

RECORDED October 12 19 73 9:00 A M
IN BOOK 50 Oil & Gas PAGE 206
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois L Gake Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This [redacted] may be reproduced provided that copies [redacted] reproductions on one sheet of both sides of this official form [redacted] with the provisions of 43 CFR 3106 [redacted]

[redacted] [redacted] [redacted]

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, 19 73, before me personally came the above named John Gable (who being by me duly swom, did say that he is the President of Globe Drilling Co. 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: My Commission expires April 23, 1977

Kathleen Ryan
Notary Public
Residing at: Denver, Colorado

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, 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 such 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 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1560

Serial No. W-0323875-B

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Calif Resources, Inc.
1018 Patterson 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, 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 28 North, Range 111 West, 6th P.M.

Section 24: S½
Section 25: NW¼, W½NE¼, NE¼NE¼

Containing 600.00 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)* 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.)* $12.50 per acre out of 1/16 plus 3.25% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(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.

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 13th day of August, 19 73
GLOBE DRILLING COMPANY

John Scott
(Assignor's Signature) President

ATTEST: Laura Larson
Secretary

(Assignor's Address)
610 Patterson Building
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 138418

Assignment approved as to the lands described below:

RECORDED October 12 19 73 9:00 A M
IN BOOK 50 Oil & Gas PAGE 208
FEES $2.00 Anne K. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jack L. Yake Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

_____ (Title) _____ (Date)

[redacted] [redacted] [redacted]

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 [redacted] day of [redacted], 19[redacted]

E. F. Hurlbee

(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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana, & City)

STATE OF Colorado }
COUNTY OF Denver } ss.

On August 13, 19 73, before me personally came the above named John Gable (who being by me duly sworn, did say that he is the President of GLOBE DRILLING COMPANY 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: August 27, 1973

Rachel D. Baker
Notary Public
Residing at: 720 Ivy
Denver, Colo. 80220

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 specifically 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 is 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.

(Rev June 71)

WYOMING
3252

IN REPLY REFER TO

United States Department of the Interior

943c
W-04628

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

138421

RECORDED Oct 12 1973 11:45 A.M
IN BOOK 50 Oil & Gas PAGE 210
FEES 2.00 Geneva R. Oleen COUNTY CLERK
SUBLETTE COUNTY CLERK

September 27, 1972

DECISION

Lessee: Belco Petroleum Corporation, 630 Third Ave.,
New York, N. Y., 10017

Operator: Mountain Fuel Supply Company, 180 E. First South St.,
Salt Lake City, Utah 84111

Drilling and Operating Agreement Approved

The above-referenced drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the operator under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

This is a conveyance of 50% operating rights in:
T. 30 N., R. 113 W., 6th Prin. Mer., Wyoming
Section 8: $NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$;
Section 17: $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$;
containing 440 acres;
and another conveyance of 100% operating rights in:
T. 30 N., R. 113 W., 6th Prin. Mer., Wyoming
Section 17: $NW\frac{1}{4}SE\frac{1}{4}$;
containing 40 acres.

Both of these assignments convey the above rights only in-so-far as they pertain to all formations from the surface of the ground down to 4100' which is the stratigraphic equivalent of 100 feet below TD in Well #2 in $NW\frac{1}{4}SE\frac{1}{4}$, Sec. 17, in this township.

Since only one copy of an assignment of operating rights is required for our records, the extra copy is returned to the operator.

Glenna M. Lane
Chief, Oil & Gas Section

RECEIVED
SEP 29 1972
Mountain Fuel Supply Co.
Land Department
Salt Lake City, Utah

cc:
GS - Casper (3) each lease

RECORDED Oct [redacted] 12 1972 at 11:11 [redacted]
IN BOOK 50 Misc Records PAGE 211
FEES $ 3.00 Lucile Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Treasure Lake Deputy

138422

Lease Serial Number
W-04628

WYOMING
3252

ASSIGNMENT OF OPERATING RIGHTS

The undersigned, as owner of one hundred percent (100%) of the Operating Rights as set out below, does hereby transfer and assign to:

Mountain Fuel Supply Company
180 East First South Street
Salt Lake City, Utah 84111

the below-specified interest in and to the Operating Rights insofar as said rights pertain to: all formations occurring between the surface and depth of 4,100 feet which shall be the stratigraphic equivalent of a point of 100 feet below TD in Well #2 located in NW¼SE¼ of section 17: T30N, R. 113W.

1. Lands affected by this assignment:

"COMMITTED TO Star Point UNIT
NO. 14-08-0001- 7717
APPROVED 1-11-61"

Township 30 North, Range 113 West
Section 17: NW¼SE¼

Sublette County, Wyoming

RECEIVED
AUG 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12

2. Extent of Operating Rights Interest herein conveyed to Assignee:

100%

3. Overriding royalties or production payments previously reserved:

6%

4. Overriding royalty or production payments reserved herein to Assignor: 1/8 of 8/8 of all gas; 1/8 of all oil when D.A.P. per month is 25 bbls. or more; or 1/16 of 8/8 when D.A.P per month is less than 25 bbls. said overriding royalty interest to include previous created overriding royalty interests, provided however that Assignor shall be entitled to receive payment for a net ORR. of not less than 3% of 8/8.

When Assignee has recovered his costs as provided in Farmout Option dated September 7, 1971 between parties hereto, this ORR. interest shall convert to a 50% working interest.

This Assignment is made without warranty of title, either express or implied.

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 12th day of July, 1972.

ATTEST:

James G. Haymaker
Assistant Secretary

BELCO PETROLEUM CORPORATION

Jack Saltz
Senior Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 12th day of July, 1972, 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 in 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 this 12th day of July, 1972.

REBA ROSENBLUM
Notary Public, State of New York
No. 31-4504600
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1974

My Commission Expires:

Notary Public

812

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 Utah Corporation - Public Utility
Qualified under Wyoming 0153814

---

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 2 day of August , 19 72

ATTEST:

Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY

Vice President - Exploration

P. O. Box 11368
Salt Lake City, Utah 84111

1972 AUG 9 AM 8 00
RECEIVED
LAND OFFICE

RECORDED Oct [redacted] 72 PAGE 213
IN BOOK 70 Misc
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

138423

Lease Serial Number
W-04628 WYOMING

3252

ASSIGNMENT OF OPERATING RIGHTS

The undersigned, as owner of one hundred percent (100%) of the Operating Rights as set out below, does hereby transfer and assign to:

Mountain Fuel Supply Company
180 East First South Street
Salt Lake City, Utah 84111

the below-specified interest in and to the Operating Rights insofar as said rights pertain to: all formations occurring between the surface and depth of 4,100 feet which shall be the stratigraphic equivalent of a point of 100 feet below TD in Well #2 located in NW¼SE¼ of Sec.17: T30N, R113W.

1. Lands affected by this assignment:

Township 30 North, Range 113 West
Section 8: NW¼, W½SE¼
Section 17: W½NE¼, E½SE¼, SW¼SE¼
Sublette County, Wyoming

2. Extent of Operating Rights Interest herein conveyed to Assignee:

50%

3. Overriding royalties or production payments previously reserved:

6%

4. Overriding royalty or production payments reserved herein to Assignor:

NONE

"COMMITTED TO Stark Federal UNIT
NO. 14-08-0001-7317
APPROVED 2-11-61"

This Assignment is made without warranty of title, either express or implied.

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 12th day of July, 1972.

ATTEST:

James G. Haymaker
Assistant Secretary

BELCO PETROLEUM CORPORATION

Jack Saltz
Senior Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 12th day of July, 1972, 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 in 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 this 12th day of July, 1972.

REBA ROSENBLUM
Notary Public, State of New York
No. 03-[illegible]
Qualified in [illegible] County
Commission Expires [illegible]

Notary Public

My Commission Expires:

213

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

214

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 Utah Corporation - Public Utility
Qualified under Wyoming 0153814

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 2 day of August , 19 72

ATTEST:

Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY

Vice President - Exploration

P. O. Box 11368
Salt Lake City, Utah 84111

Form 3106–5
(September 1970)
(formerly 3120–13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42–R1599

Serial No.
W-25365

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

1. MESA PETROLEUM CO.,
BOX 2009,
AMARILLO, TEXAS 79105

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* SEPT. 1, 1970, 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 32 NORTH, RANGE 115 WEST, 6TH P.M. SUBLETTE COUNTY, WYOMING.

SEC. 11: $E\frac{1}{2}SE\frac{1}{4}$
SEC. 12: $SW\frac{1}{4}$
SEC. 14: $E\frac{1}{2}E\frac{1}{2}$
CONTAINING 400.00 ACRES MORE OR LESS.

SEE ATTACHED REASSIGNMENT RIDER.

3. What part of the record title interest is being conveyed to 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.)* FOUR PERCENT (4%) OF EIGHT-EIGHTHS (8/8THS) OVERRIDING ROYALTY.
b. What overriding royalties or production payments, if any, were previously reserved? *(Percentage only)* 1%

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 25TH day of JUNE, 19 73.

Carl W. Klaenhammer
(Assignor's Signature)

CARL W. KLAENHAMMER

1335 SOUTH WOLCOTT ST.,
(Assignor's Address)

CASPER, WYOMING 82601
(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

138429

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 15 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 215
FEES $4.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois I Yates Deputy

Assignment approved effective AUG 1 1973

By Edward W. Hanel
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 5 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 [illegible]

FOR CLAIMANT

ASSIGNEE SHALL HAVE THE RIGHT TO RELEASE AND SURRENDER TO THE ASSIGNOR THE OIL AND GAS LEASE HEREIN DESCRIBED, EITHER IN WHOLE OR IN PART AT ANY TIME AND FROM TIME TO TIME. HOWEVER, IF ASSIGNEE DESIRES TO SURRENDER SAID LEASE IN WHOLE OR IN PART, ASSIGNEE SHALL AT LEAST SIXTY (60) DAYS BEFORE OBLIGATION TO PAY RENT UNDER SAID LEASE WILL ARISE [redacted] NOTIFY ASSIGNOR IN WRITING BY REGISTERED MAIL OF ITS INTENTION TO DO SO, AND UPON DEMAND OF ASSIGNOR, IF MADE IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE, ASSIGNEE SHALL REASSIGN TO ASSIGNOR THE INTEREST WHICH ASSIGNEE DESIRES TO RELEASE OR SURRENDER. ANY SUCH REASSIGNMENT OF THIS LEASE OR PORTION THEREOF SHALL BE FREE AND CLEAR OF ANY OVERRIDING ROYALTY, PRODUCTION PAYMENT OR OTHER BURDENS OF LIKE NATURE ASSIGNED, RESERVED, OR OTHERWISE CREATED BY, THROUGH OR UNDER ASSIGNEE. IT IS UNDERSTOOD, HOWEVER, THAT ANY LIABILITY TO ASSIGNEE FOR FAILURE TO GIVE SUCH NOTICE SHALL BE LIMITED TO THE AMOUNT PAID BY ASSIGNEE TO ASSIGNOR FOR THE LANDS COVERED BY THIS ASSIGNMENT.

[redacted] [redacted] [redacted] 217

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? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] 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 **Wyoming 0311828 (Kansas)**

2. Is the assignee the sole party in interest in this assignment? [X] 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? [X] Yes *(See General Instructions, Item 2)* 73-353

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 12 day of July , 19 73

ATTEST: **MESA PETROLEUM CO.**

By _____ **Asst. Secretary**

By _____ **Vice President**

with acknowledgment added (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.

P. O. Box 2009, Amarillo, Texas 79105

(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.
134 N. CENTER
CASPER, WYOMING

Form 3106-5

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 25TH day of JUNE, 19 73, personally appeared CARL W. KLAENHAMMER

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 LONNIE J. VIGIL — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 1974

Notary Public.

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1570

Serial No. W-10959

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Sun Oil Company (Delaware)
P. O. Box 2039
Tulsa, Oklahoma 74102

1.

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* August 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)*

Township 32 North, Range 114 West, 6th PM — Sublette County, Wyoming
Section 7: Lots 3,4,5,6,7, SE¼NW¼
Section 18: Lots 1,2,3,4
Section 19: Lots 1,3,4,2, E½W½
Containing 591.11 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.

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)* Three Per Cent (3%) (Until $300.00 per acres is paid)

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 14th day of June, 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 138430

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 15 19 73 9:00 A M
IN BOOK 50 Oil & Gas PAGE 218
FEES $ 4.00 Ann L Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

Assignment approved effective AUG 1 1973

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section — OCT 4 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*

PART II

219

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 [X] 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.

ES BLM 066100
W-047077

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.

T22-S0

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 6 day of July, 1973 SUN OIL COMPANY (DELAWARE)

Evidence of Attorney in Fact is filed in W-047077 and such authority is still in effect.

By: R. D. Cypher
R. D. Cypher, (Assignee's Signature) Attorney in Fact

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.

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 14th day of June, 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, 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.

STATEMENT OF INTEREST OF ATTORNEY-IN-FACT
43 CFR 3123.2(d) (1)

220

I, R. D. Cypher, the Attorney-in-Fact who executed the Request for Approval of Assignment of United States Oil and Gas Lease bearing Serial No. W-19958 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 6 day of July, 1973.

R. D. Cypher

STATE OF Oklahoma

COUNTY OF Tulsa

On JULY 6, 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 K. Smith
Notary Public in and for said State

My Commission Expires:

1-14-76

[redacted] [redacted] [redacted]

DENVER, COLORADO

PRODUCERS 88
40-640
REV. 3-59

OIL AND GAS LEASE

AGREEMENT Made and entered into the 26th day of September, 19 73

by and between Donald I. Bailey and Helen L. Bailey, husband and wife

whose mailing address is 309 Park Street Northeast, Vienna, Virginia 22180, hereinafter called Lessor (whether one or more), and Belco Petroleum Corporation, 9485 West Colfax, Lakewood, Colorado 80215, hereinafter called Lessee

1. WITNESSETH: That the said lessor, for and in consideration of Ten and More ($10.00 and more) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit:

Section 11: SWSE
Section 12: SWSW
Section 13: Lot 3 (36.64 ac), W2NW
Section 14: E2NE, NWNE

of Section ..... Township 28 North Range 112 West and containing 316.64 acres, more or less.

2. 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 or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by lessee.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom.

(c) If a gas well capable of producing gas only and located on the above described lands or on lands with which the above described lands or a portion thereof are pooled or unitized is, at any time, shut in and no gas therefrom is sold or used off of the above described lands, or in the manufacture of natural gasoline or other products, nevertheless such shut-in gas well shall, under all the provisions of this lease, be deemed to be a well on the above described lands producing gas in paying quantities and this lease shall continue in force during all the time or times while such well is so shut in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the gas capable of being produced from any such shut-in gas well, but shall be under no obligation to market such gas under terms, conditions or circumstances which, in Lessee's judgment, exercised in good faith, are not for the best interests of both Lessor and Lessee.

The term "stated date" as used in this paragraph shall mean any rental paying date of this lease or any subsequent anniversary thereof if there be a rental paying date, but if no rental paying date is specified in this lease, then "stated date" shall mean any anniversary date of this lease. If on any such stated date there be on the above described lands or on lands with which the above described lands or portion thereof are pooled or unitized, one or more such gas wells capable of producing gas only, and no gas has been sold or so used from any of such gas wells at any time during the twelve months period ending with such stated date, Lessee shall, before the expiration of sixty (60) days after such stated date, pay or tender to each owner of the right to receive royalty on the gas produced from any part of the above described lands covered by this lease on such stated date at each such owner's address as last known to Lessee, or to the credit of each such owner in the depository bank named herein, in the manner provided herein for payment of delay rentals, a shut-in gas royalty for such period, which shut-in gas royalty shall be determined as follows:

The total amount of shut-in gas royalty payable to all such owners shall be determined by multiplying One Dollar ($1.00) by the total number of acres of land covered by said lease on such stated date, and each such owner shall receive that part thereof which is in the proportion that his royalty acreage interest in said land bears to the total number of acres of land covered by such lease on such stated date; Provided, however, that if on such stated date this lease is being maintained in force and effect otherwise than by reason of any such shut-in gas well or shut-in gas wells, Lessee shall not be obliged to pay or tender any such sum of money as shut-in gas royalty. The language "a gas well capable of producing gas only", as used in this Section 3(c) shall mean and include a well capable of producing natural gas only or a well capable of producing natural gas and/or condensate, or distillate, or a well classified as a gas well by any governmental authority or any well in which the gas-oil ratio is so high that a governmental authority will not permit liquid hydrocarbons to be produced therefrom unless the gas is marketed.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided 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 Fairfax County National Bank at Falls Church, VA 22044, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of

THREE HUNDRED SIXTEEN AND 64/100---------- DOLLARS

($316.64) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rentals or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. With respect to the payment of and the right to receive delay rentals and royalties (including shut-in gas royalties), it is agreed that the termination of a life estate, term mineral interest or other precedent estate whereby the Lessor shall come into possession or use of an interest in said land shall, subject to all the provisions of this lease, become effective from and after the date when such Lessor shall have furnished satisfactory evidence to Lessee showing the termination of such life estate, term mineral interest or other precedent estate, but for all other purpses this lease shall cover such interest as and when the Lessor shall so come into the possession or use of it.

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, or formations thereunder, as to oil and gas, or either of them, either before or after production, 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 or operate said premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases, 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. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof, or formations thereunder, into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties (excepting shut-in gas 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. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination unless the instrument or instruments identifying and describing the unitized area contain provisions for termination upon certain contingencies.

7. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, or on acreage pooled therewith, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in effect so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as such production continues.

8. 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. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

9. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.
When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
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.

10. 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 or assigns, but no change in the ownership of the land, or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and 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 assignee or assignees 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 upon which the said lessee or any assignee thereof shall make due payment of said rental. 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. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointy to such persons or their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

11. Lessee may, at any time, and from time to time, execute and deliver to Lessor or place of record a release or releases covering either a full interest or an undivided interest in all or any part of the leased premises or in any one or more zones, formations or depths underlying all or any part of the leased premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the area, zones, formations, depths or undivided interests covered by such release. In the event of a release of this lease as to all rights in only a part of the area embraced in the leased premises, or as to an undivided interest in all formations in all or a part of the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately.

12. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not

limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and the period of such delay, interruption or stoppage shall be added to the term of this lease.

13. 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 the 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, in addition to its other rights, may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Donald I. Bailey SS# 520-09-9098

Helen L. Bailey

ACKNOWLEDGMENT FOR NATURAL PERSONS

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

STATE OF VIRGINIA
COUNTY OF FAIRFAX } ss.

I, the undersigned Notary Public, do hereby certify that on the 3 day of OCTOBER, 19 73, personally and in person appeared DONALD I. BAILEY and HELEN L. BAILEY his/~~her~~ wife/~~husband~~, the signer.S of the above instrument, and personally known to me to be the person.S described in and who executed the foregoing instrument and whose name.S X/are subscribed thereto and duly acknowledged to me that they freely and voluntarily signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 3 day of ~~XXXXXXX~~ OCTOBER, 19 73

My commission expires:

OCTOBER 26,1975

Notary Public, whose place of residence is
7121 Highland St.
SPRINGFIELD, VA. 22150

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

STATE OF
COUNTY OF } ss.

I, the undersigned Notary Public, do hereby certify that on the ..... day of ....., 19 ....., personally and in person appeared .....

and .....

his/her wife/husband, the signer.... of the above instrument, and personally known to me to be the person.... described in and who executed the foregoing instrument and whose name.... is/are subscribed thereto and duly acknowledged to me that ..... freely and voluntarily signed, sealed, executed and delivered the same as ..... free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My commission expires:

Notary Public, whose place of residence is

OIL AND GAS LEASE

FROM

TO

Lot ..... Block ..... Addition .....
Section ..... Township ..... Range .....
County, ...
No. of Acres ..... Term .....

STATE OF Wyoming } SS.
COUNTY OF Sheridan }

This instrument was filed for record on the 15 th day of October, 19 73, at 2:00 o'clock P M., and duly recorded in Book 50 Oil & Gas Page 224 of the records of this office.

Audrey R. Clark
County Clerk—Register of Deeds.

By Jane G. Yake Deputy.

When Recorded

Return to

138431

CORPORATION FORM ACKNOWLEDGMENT

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

STATE OF
COUNTY OF } ss.

I, the undersigned Notary Public, do hereby certify that on the ..... day of ....., 19 ....., before me personally appeared .....

to me known to be the identical person who is described in and who subscribed the name of the maker thereof to the foregoing instrument as its ..... President, and to me personally known to be the ..... President of the corporation that executed the above and foregoing instrument on behalf of said corporation and who being by me duly sworn upon oath did say that he was authorized to execute said instrument and did say that he is the ..... President of ..... said corporation, and that he is acquainted with the seal of said corporation and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its Board of Directors and the signatures to said instrument were made by the officers of said corporation on said instrument as indicated thereon, and acknowledged to me that said corporation executed said instrument freely and voluntarily, and said .....

..... , to me and before me duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation, which executed and delivered the same for the uses and purposes therein specified and set forth.

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

My commission expires:

Notary Public, whose place of residence is

138433

RECORDED October 15 19 73 9:04 A M
IN BOOK 53 Oil & Gas PAGE 223
FEES $ 5.25 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yoke Deputy

QUITCLAIM AND RELEASE

K N O W A L L M E N B Y T H E S E P R E S E N T S T H A T:

The undersigned, PETROLEUM 2000 CORPORATION, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quitclaim unto the present owner thereof all of its right, title and interest in and to those certain Oil and Gas Leases wherein the United States of America is the lessor, insofar as the same cover and concern the following described lands in Sublette and Sweetwater Counties in the State of Wyoming:

1. Serial No. W-0323871:

Township 26 North, Range 111 West, 6th P.M.
Section 3: Lots 3, 4, S½NW¼
Containing 159.48 acres, more or less,
Sweetwater County, Wyoming

2. Serial No. W-0317202-A

Township 26 North, Range 111 West 6th P.M.
Section 2: S½NW¼, S½
Containing 400.00 acres, more or less
Sweetwater County, Wyoming

3. Serial No. W-0318971-A

Township 27 North, Range 111 West, 6th P.M.
Section 11: All
Containing 640.00 acres, more or less
Sublette County, Wyoming

4. Serial No. W-8716

Township 27 North, Range 111 West 6th P.M.
Section 24: N½
Containing 320 acres, more or less
Sublette County, Wyoming

5. Serial No. W-0318974

Township 27 North, Range 111 West 6th P.M.
Section 33: Lots 1, 2, 3, 4, NE¼SW¼, N½SE¼
Section 34: Lots 1, 2, 3, 4, N½S½, N½
Containing 859.00 acres, more or less
Sublette County, Wyoming

6. Serial No. W-0318971

Township 27 North, Range 111 West, 6th P.M.
Section 12: N½, N½S½, SE¼SW¼, S½SE¼
Containing 600 acres, more or less
Sublette County, Wyoming

7. Serial No. W-0318969-A

Township 27 North, Range 111 West, 6th P.M.
Section 1: All
Section 2: NE¼, E½NW¼
Containing 880.00 acres, more or less
Sublette County, Wyoming

ORIGINAL

8. Serial No. W-0318977

Township 28 North, Range 111 West, 6th P.M.
Section 34: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 35: All
Containing 1,240.00 acres, more or less
Sublette County, Wyoming

9.(A). Serial No. W-0323875-A

Township 28 North, Range 111 West, 6th P.M.
Section 26: All
Containing 640.00 acres, more or less
Sublette County, Wyoming

9.(B). Serial No. W-032875-B

Township 28 North, Range 111 West, 6th P.M.
Section 24: $S\frac{1}{2}$
Section 25: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$
Containing 600.00 acres, more or less
Sublette County, Wyoming

TO HAVE AND TO HOLD the same together with all and singular all rights thereto belonging or in any way appertaining forever.

EXECUTED this 31st day of August, 1973.

ATTEST: PETROLEUM 2000 CORPORATION

Josephine Chambers
Secretary

By Edward R. Beckwith Jr.
President

STATE OF New Jersey)
: ss.
COUNTY OF Mercer)

On this 24th day of September, 1973, before me appeared Edward R. Beckwith, Jr., to me personally known, who, being by me duly sworn, did say that he is the president of PETROLEUM 2000 CORPORATION, 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 he acknowledged said instrument to be the free act and deed of said corporation.

Ethel C. Bryan
Notary Public

My commission expires:

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 19, 1978

ORIGINAL

ASSIGNMENT

JACK J. GRYNBERG, a resident of the City and County of Denver, Colorado, with a business address at 1050 -17th Street, Suite 1950, Denver, Colorado 80202, hereinafter referred to as Assignor, for valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over to C.J. Gudim, Box 532, Evergreen, Colorado 80439, hereinafter referred to as Assignee, all of Assignor's right, title and interest of whatsoever kind and nature, including and not by way of limitation, all royalty, overriding royalty, production or other payments, rights of reversion or right to reacquire in and to the following oil and gas lease insofar as said lease covers the following described lands, to-wit:

USA-W-0308458

Sublette County, Wyoming
T 35 N - R 111 W, 6th PM
Sec. 6: NE¼SW¼, W½SE¼, SE¼SE¼
7: NE¼, NE¼SE¼
18: Lots 3, 4, E½SW¼, SW¼SE¼
19: Lots 1, 2, 3, 4, W½E½, SE¼NE¼, E½W½, E½SE¼
30: Lots 1, 2, NE¼, E½NW¼, N½SE¼
T 36 N - R 111 W, 6th PM
Sec. 31: Lots 1, 2, 3, W½NE¼, E½NW¼, NE¼SW¼, NW¼SE¼

Containing 1883.96 acres, more or less

138440

RECORDED October 15 1973 9:00 A M
IN BOOK 50 Oil + Gas PAGE 225
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

This Assignment is made without warranty of title, either expressed or implied.

Dated this 3rd day of October, 1973.

ACCEPTED BY

Assignee C.J.Gudim
Address: Box 532
Evergreen Colorado 80439

Jack O. Grynberg Assignor
1050 -17th Street, Suite 1950
Denver, Colorado 80202

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of October, 1973, by JACK J. GRYNBERG.

WITNESS my hand and official seal.

My commission expires: December 8, 1975

Notary Public

PO-54-T (3-63) 1500

LAND FILE W-4705a
FEDERAL WYOMING-089240-B

RELEASE -- WYOMING

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

KNOW ALL MEN BY THESE PRESENTS: That the TEXACO Inc., a corporation of Delaware, does hereby release, remise and relinquish and forever quitclaims any and all rights, titles and interests whatsoever now held or claimed by it under the following oil and gas lease Assignment:

Dated the 18th day of Febr., 1963 executed by
M. Finell

Assignor, Assignee,
as ~~Lessor~~ to TEXACO INC. , as ~~Lessee~~, recorded in Volume 36 O&G on Page 30-3 Records of Sublette County, State of Wyoming.

TOWNSHIP 28 NORTH, RANGE 115 WEST
Section 4: Lot 6, SW¼
Containing 192.92 acres, more or less

Executed at Denver, Colorado, on this 28th day of September, 19 73,

TEXACO Inc.

BY R. M. Danos
Agent and Attorney in Fact

STATE OF COLORADO,
CITY AND
COUNTY OF DENVER } ss.

(WYOMING ACKNOWLEDGMENT)

On this 28th day of September, 19 73, before me appeared R. M. Danos, to me personally known, who being by me duly sworn did say that he is the Agent and Attorney in Fact of The TEXACO Inc., a Delaware Corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said R. M. Danos acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 28th day of September, 19 73.

My commission expires on the 24th day of July, 1976.

Claire R. Barbera
Notary Public within and for the City and County of Denver, State of Colorado.

Resides at Lakewood, Colorado.

138487

RECORDED October 17 19 73 9:60 AM
IN BOOK 50 Oil & Gas PAGE 226
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Linda Yake Deputy

APPROVED AS TO
DESCRIPTION & DATA
J C Murrell

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, 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 the sum of Ten and no/100 Dollars ($10.00) cash in hand paid, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and set over unto DICK V. WELCH, an individual with an office at 10633 Sperry Street, Northglenn, Colorado 80234 (herein referred to as "Assignee"), an overriding royalty interest equal to one per cent (1%) of the oil, gas and other hydrocarbons which are produced, saved, and sold from those certain oil and gas leases located in Sublette County, Wyoming described in Exhibit "A" which is attached hereto and made a part hereof.

The overriding royalty, whether at its maximum possible value or as proportionately reduced under the contingencies hereinafter provided for, shall be free and clear of all cost of exploration, development and operation, but subject to bearing its proportionate part of any production, severance, and mineral advalorem taxes.

TO HAVE AND TO HOLD unto the Assignee, his successors and assigns, subject, however to the following terms, provisions, conditions and reservations:

The overriding royalty reserved herein shall be proportionately reduced in the event i) the Assignor's interest in the leases described in the said Exhibit "A" do not cover the full mineral interest in the said lands and/or ii) if the leases do not cover the full leasehold interest.

The overriding royalty granted herein shall be in addition to any existing overriding royalty interest.

Assignor reserves unto itself the right and power to the extent it now has or hereinafter may possess, such power at the option of Assignor, its successors and assigns, to pool or combine the above described lands with other lands, leases or mineral estates. Assignee shall receive out of production from any unit formed by such unit pooling, the foregoing percentage of all production allocated to the aforementioned lands, such interest of Assignee in production from

1385522

RECORDED October 24, 1983 at 9:00 A.M.
IN BOOK 5-2 Oil & Gas PAGE 22
FEES $ 6.00 Anna F. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

said unit to be free and clear of all cost of exploration, development and operation, but subject to bearing its proportionate share of all production, severance and mineral advalorem taxes. Such interest of Assignee in production from said unit shall be subject to proportionate reduction as elsewhere provided herein, if said oil and gas leases described in Exhibit "A" attached hereto cover less than the entire mineral fee estate in the described lands which form a part of such unit.

The rights and interest granted herein are limited to include only those formations occuring between the surface of the Earth and a depth of 100 feet below a point which is the stratigraphic equivalent of 4,010 feet in the well drilled in the NE¼NW¼ Sec. 22, T. 28 N. 6th P.M., Sublette County, Wyoming.

This Assignment of Overriding Royalty is made without any representations or warranties of title either expressed, implied or statutory.

EXECUTED this 10TH day of October, 1972.

ATTEST:

DEPCO, Inc.

By Michael D. Shepard
Michael D. Shepard, Secretary

By J. V. Kowalski
J. V. Kowalski, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1972.

Witness my hand and official seal.

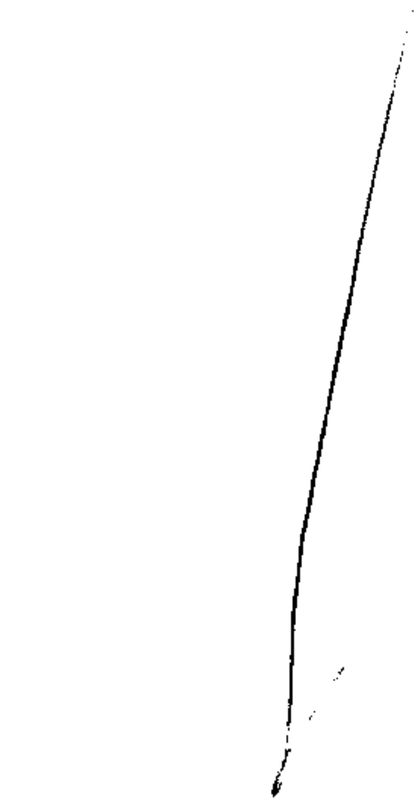
Charlotte L. Will
Notary Public

My Commission expires:
January 25, 1973

EXHIBIT "A"

Attached to and made a part of that certain
Assignment of Overriding Royalty from DEPCO, Inc.
to Dick V. Welch dated October 6, 1972
Township 28 North, Range 112 West, 6th P.M.
Sublette County, Wyoming

Lessor & Lease No.	Description	No. of Acres	Lease Dated
U.S.A. W-053450 (DEPCO #3-1120)	Section 14: $SW\frac{1}{4}$ Section 15: $SE\frac{1}{4}$, $S\frac{1}{2}N\frac{1}{2}$, $NE\frac{1}{4}SW\frac{1}{4}$ Section 22: $S\frac{1}{2}$, $NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Section 23: $NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ Section 27: $N\frac{1}{2}$	1,640.00	November 1, 1948
U.S.A. W-053449 (DEPCO #3-1166)	Section 15: $S\frac{1}{2}SW\frac{1}{4}$	80.00	December 1, 1949
Wm. J. McGinnis et ux (DEPCO #3-1168)	Section 14: $W\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ Section 15: $N\frac{1}{2}N\frac{1}{2}$	280.00	January 8, 1959
Viola McGinnis Pavlisin (DEPCO #3-1169)	Section 14: $W\frac{1}{2}NW\frac{1}{4}$ Section 15: $N\frac{1}{2}N\frac{1}{2}$	240.00	April 7, 1969
U.S.A. W-053449-A (DEPCO #3-1167)	Section 15: $NW\frac{1}{4}SW\frac{1}{4}$	40.00	December 1, 1949
U.S.A. W-053450 (DEPCO #3-1170)	Section 22: $NE\frac{1}{4}NW\frac{1}{4}$	40.00	November 1, 1948



Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

547-3-001-00

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)

John P. Dever
P. O. Box 801
Casper, Wyoming 82601

Name
Street
City
State
Zip Code

W 25365

(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: #351 State: Wyoming County: Sublette

T. 32 N., R. 115 W., 6th Prin. Mer.
Sec. 11: E½SE¼
Sec. 12: SW¼
Sec. 14: E½E½

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

138567
RECORDED October 24 1973 9:00 A M
IN BOOK 50 Oil + Gas PAGE 231
FEES $4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Yake Deputy

Containing a total of 400.00 acres	Annual Rental . . . . . $ 200.00

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 1970

THE UNITED STATES OF AMERICA

By L P Clarkstader
(Signature of Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

AUG 26 1970
(Date)

For Chimani

W-929 332

No. 213— 4904

SEE INSTRUCTIONS ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 351

State WYOMING 25365

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.

John P. Dever
(Signature of Applicant)

7/22/70
(Date)

JOHN P. DEVER, P.O. BOX 801, CASPER, WYO. 82601
(Address, include zip code)

DO NOT DETACH

[redacted] [redacted] [redacted]

...and to lease 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 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 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 the 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 is not open for payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Conservation of production; reports.*—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 each person who may enter into any such contract or other arrangement shall be considered as fulfilling 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 sale made pursuant to and in accordance with the Oil and Gas Operating Regulations.

(g) *Inspection; reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements and copies of all agreements and reports of operations on the leased lands, or lands pooled or unitized therewith, daily drilling reports, well logs and records, a full 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) polluting air and water; (3) damaging improvements owned by the United States or others; and to restore the surface of the lands, roads, improvements, structures, and other facilities to a condition satisfactory to the lessor, or at the election of the lessor, to pay the reasonable cost of such restoration, as determined by the lessor, before total relinquishment of the lease or termination of this lease, or at any other time when ordered and to the extent required necessary by the lessor to fill any pits, [illegible] 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 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 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 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 any 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 or 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 [illegible] shall be admitted to any share or part of this lease or derive any benefit that may arise therefrom, and the provisions of [illegible] 22, 1948, 62 Stat. 581, 583, and 18 U.S.C. sec. 431, 433, and 434, relating to contracts, enter into, and form a part of, as far as the same may be applicable.

Form 4–1175
(December 1960)

Facsimile Reproduction
Unicover Graphics Corp.
3619 Evans Ave.
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
W-40127

Effective Date of Base Lease
1-1-73

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title in the above-designated oil and gas lease, does hereby transfer and assign

to: TEXACO, INC.
(Name)

P. O. Box 2100 - Denver, Colorado 80201
(Address)

the record title interest in and to such lease as specified below: without warranty of title, either express or implied

1. Lands affected by this assignment: Sublette County, Wyoming

Township 29 North, Range 105 West, 6th P.M.
Section 4: S½N½
Section 7: E½W½

Township 30 North, Range 105 West, 6th P.M.
Section 18: Lots 1, 2, 3, 4
Section 19: Lot 1
Section 20: NE¼SW¼, NW¼SE¼
Section 29: N½SE¼
Containing 656.97 acres, more or less

SEE ATTACHED RIDER

138573

RECORDED October 24 1973 12:20 PM
IN BOOK 50 Oil + Gas PAGE 334
FEES 4.25 Anna L Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Ann Gabe Deputy

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

Three and Three-Fourths Percent (3-3/4%) of One Hundred Percent (100%)

5. Overriding royalties or production payments previously reserved *(State percentage only)* One-Fourth of One Percent (¼ of 1% of 100%)

The undersigned agrees 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 the undersigned's knowledge and belief.

Executed this 12th day of June, 1973.

(Assignor's signature)

A. G. ANDRIKOPOULOS, a single man
P. O. Box 788 - Cheyenne, Wyoming 82001
(Address)

Social Security No.: 520-30-2123

Assignment approved effective:
AUG 1 1973
(Date)

THE UNITED STATES OF AMERICA
By (Signing Officer)
Acting Chief, Oil & Gas Section
OCT 16 1973
(Title)

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and wilfully 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.

Subject to the provisions and conditions of this paragraph, ASSIGNEE shall have the right to relinquish and surrender the oil and gas lease hereby assigned either in whole or in part, at any time or from time to time, or to allow it to terminate for non-payment of rental, and thereby be relieved of all obligations as to the interest relinquished, surrendered, or terminated; provided, however, that not less than sixty (60) days prior to the next ensuing rental date ASSIGNEE shall notify ASSIGNOR in writing by regular mail at the address shown above of its intention, and upon written request of ASSIGNOR received by ASSIGNEE within twenty (20) days after ASSIGNEE'S mailing of such notice, ASSIGNEE shall reassign to ASSIGNOR the interest which ASSIGNEE desires to relinquish, surrender or terminate. However, ASSIGNEE shall not be liable in damages or otherwise for failure to give such notice due to clerical error, mistake or oversight. ASSIGNOR shall save and protect ASSIGNEE and hold ASSIGNEE harmless from all rentals and/or other lease obligations accruing after the mailing of such notice.

Provided, however, subject to the above, nothing herein containing shall be construed as limiting or impairing the rights of either party hereunder to assign said lease or any part thereof and the rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns. In the event of any such assignment in whole or in part, Assignor shall look solely to the owner of said lease or any part thereof for liability for breach of any obligation by said owner hereunder.

Date June 12, 1973

Signed _____
A. G. ANDRIKOPOULOS, a single man

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☐ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

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 ☐ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

3. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing 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.

Executed this _____ day of _____, 19____.

This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this Assignment.

_____ _____
(Assignee's signature)

_____ _____
(Address)

_____ _____

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 12th day of June, 19 73, personally appeared A. G. ANDRIKOPOULOS, 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.

Estelle C. Hardie - Notary Public
Wyoming

My Commission Expires July 15, 1975

Estelle C. Hardie
Notary Public

My Commission Expires July 15, 1975

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 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 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 a citizen by birth or naturalization. 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. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. 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. 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 192.42(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party to this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties; (b) the nature of the agreement between them, if oral; and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

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 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140–192.145 relate to assignments of such leases or interests therein.

[redacted] [redacted] [redacted]

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of October, A.D. 73 by and between

Ann I. Muir, a widow
153½ Brown Street
of Martinez, 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 31 North, Range 113 West, 6th P. M.

Section 24: $SW\frac{1}{4}SW\frac{1}{4}$
Section 25: $W\frac{1}{2}$
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

138587

RECORDED October 25 1973 9:00 A M.
IN BOOK 50 Oil & Gas PAGE 237
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy J. Epke Deputy

[redacted] [redacted] and containing 760 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 Wells Fargo Bank, Bank at Martinez Branch, Martinez, California, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty 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 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:

X Ann I. Muir (SEAL)
Ann I. Muir

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

2.50

STATE OF California }
COUNTY OF Contra Costa } 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 October, 19 73, personally appeared Ann I. Muir, a widow

~~XXXIX~~

, 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

JEANNE SIMPSON
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
COUNTY OF CONTRA COSTA
My Commission Expires Dec 1, 1973

Jeanne Simpson
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

No.

FROM

TO

, 19

Acres

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.

Deputy.

When recorded return to

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 5th day of October, 19 73 by and between

Dorothy P. Mounts and Jack Mounts, her husband
5540 West Dry Creek Road
of Healdsburg, California 95448, 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

138588

Township 31 North, Range 113 West, 6th P. M.

Section 24: $SW\frac{1}{4}SW\frac{1}{4}$
Section 25: $W\frac{1}{2}$
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

RECORDED October 25 1973 9:00 A M
IN BOOK 5a Oil & Gas PAGE 239
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yates Deputy

XXXXXXX ~~THENCE~~ XXXX and containing 760 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 of America Bank at Healdsburg, California 95448 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty 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 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.

× Dorothy P Mounts (SEAL)
Dorothy P. Mounts

(SEAL)

× Jack Mounts (SEAL)
Jack Mounts

(SEAL)

(SEAL)

(SEAL)

240

240

STATE OF California }
COUNTY OF Sonoma } 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 October, 19 73, personally appeared Dorothy P. Mounts

and Jack Mounts, 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

OFFICIAL SEAL
ERNEST J. DEMOSTENE
NOTARY PUBLIC-CALIFORNIA
SONOMA COUNTY
My Commission Expires Dec. 19, 1976

Ernest J. Demostene
Notary Public.

P. O. Box 216 Healdsburg, CA. 95448

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 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

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Special
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 5th day of October, 19 73 by and between

Phyllis Muir Miller and Marvin Miller, her husband
2908 Lakeshore Court
of Oxnard, 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

138589

Township 31 North, Range 113 West, 6th P. M.

Section 24:	$SW\frac{1}{4}SW\frac{1}{4}$
Section 25:	$W\frac{1}{2}$
Section 26:	$NE\frac{1}{4}NE\frac{1}{4}$
Section 35:	$NE\frac{1}{4}SE\frac{1}{4}$
Section 36:	$W\frac{1}{2}$

RECORDED October 25 19 73 9:00 A M
IN BOOK 50 Oil + Gas PAGE 241
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

[redacted] and containing 760 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 First National Bank Bank at Oxnard, California, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty 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 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:

x Phyllis Muir Miller (SEAL)
Phyllis Muir Miller

(SEAL)

x Marvin Miller (SEAL)
Marvin Miller

(SEAL)

(SEAL)

(SEAL)

2-42

2-42

STATE OF California }
COUNTY OF Ventura } 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 October, 19 73, personally appeared Phyllis Muir Miller and Marvin Miller, her husband

xxxx

_____, 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 1-21-74

Notary Public.

CHARLEEN PORTEOUS
NOTARY PUBLIC-CALIF.
PRINCIPAL OFFICE IN
VENTURA COUNTY
My Commission Expires Jan. 21,1974

State of _____ }
County of _____ } ss.

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

_____

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 _____

No. _____

FROM

_____

TO

_____

_____, 19____

_____ Acres

_____ 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.

_____
Deputy.

When recorded return to

_____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into the 5th day of October 1973, by and between

Jean M. Muir Miller, a single woman
860 Bates Avenue
of El Cerito, California 94530, 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 31 North, Range 113 West, 6th P. M.
Section 24: $SW\frac{1}{4}SW\frac{1}{4}$
Section 25: $W\frac{1}{2}$
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

138607

RECORDED October 29 19 73 9:00 A.M.
IN BOOK 50 Oil + Gas PAGE 243
FEES $3.00 Anne Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Gake Deputy

~~of Section~~ .... ~~Township~~ .... ~~Range~~ .... and containing 760 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 of America - Mira Vista Br Bank at Richmond, California, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty 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 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:

x Jean M. Muir Miller (SEAL)
Jean M. Muir Miller

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF California }
COUNTY OF Contra Costa } 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 October, 19 73, personally appeared Jean M. Muir Miller, a single woman

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.

MARGARET H. KUYKENDALL
NOTARY PUBLIC-CALIFORNIA
My Commission Expires
COUNTY OF CONTRA COSTA
My Commission Expires Nov. 25, 1973

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 25 1973

Margaret H. Kuykendall
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 _____

No. _____

FROM _____

TO _____

_____, 19____

_____ County, _____

This 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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

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 Lessors, 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, SW¼NW¼, NW¼SW¼
Section 10: NE¼SW¼, W½SE¼, SE¼SE¼
Section 11: S½NW¼, N½SW¼

Township 34 North, Range 113 West, 6th P.M.
Section 15: W½SE¼, S½SW¼
Section 22: N½NW¼, SW¼SW¼
Section 29: NW¼NE¼
Section 34: E½SW¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Joan R. Wilhite and Harry E. MacGregor

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	DEPOSITORY BANK	AMOUNT
Joan R. Wilhite SPOUSE:	5360 Shelby Court, Fremont, California 94536	Wells Fargo Bank / 4501 Eggers Dr. Fremont, Ca. 94536 acct# 0107 284812	$87.82
Harry E. MacGregor	1075 Sutter Street San Francisco, California 94100	/ Bank of America Civic Center Branch San Francisco, Ca acct # 1-3164	87.82

138669
RECORDED October 29 1973 9:20 A M
IN BOOK 50 Oil & Gas PAGE 245
FEES $3.50 Susan R Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Sue L Zjake 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 6th day of October, 1973

Joan R. Wilhite (Seal)

SPOUSE: (Seal)

Harry E. MacGregor (Seal)

Harry MacGregor (Seal)

246

STATE OF California
COUNTY OF San Francisco } 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 October, 1973, personally appeared Harry E. MacGregor and Joan R. Walhite

and

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 a 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: Alvin Pegner

OFFICIAL SEAL
ALVIN PEGNER
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Aug. 4, 1975

Notary Public.

1000 Larkin St., San Francisco, CA. 94109

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.

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 intrument 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,.....
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

PRICE PRINT CO., CASPER, WYOMING

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
0300902 Jake Pfisterer, Guardian T. 37 N., R. 112 W., 6th P.M. Section 18: Lots 1,2, SE¼NW¼, SW¼NE¼ Section 30: Lots 1, 2, NE¼NW¼ T. 37 N., R. 113 W., 6th P.M. Section 12: SE¼SW¼, SW¼SE¼ Section 13: N½NE¼ Section 25: NE¼NE¼	September 2, 1969	44 O&G	409
0300993 Fred L. Magagna et ux T. 38 N., R. 113 W., 6th P.M. Section 29: S½N½SW¼NW¼ Section 29: S½SE¼NW¼ as described in Warranty Deed dtd 3-3-1950	September 4, 1970	45 O&G	528

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 10th DAY OF October 19 73.

ATTEST:

Michael D. Shepard, Secretary

DEPCO, Inc.

By A. P. Tiddens, President

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1973, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:
May 26, 1976

Notary Public

138617

RECORDED October 30 1973 9:00 A M
IN BOOK 50 Oil + Gas PAGE 247
FEES $6.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lila J. Clarke Deputy

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
October 10 1973, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
0300994 Walter H. Floerke et ux T. 38 N., R. 113 W., 6th P.M. Beginning at a point where the westerly line of the ROW of U.S. Highway #187 intersects the N line of S½NW¼NW¼, Sec. 29, thence S 43°02' E for 219.4 ft to Station #2, thence S 39°52' W for 100.0 ft to Station #3, thence S 75°36' W for 600.0 ft. to Station #4, thence N 43°28' W for 421.0 ft to Station #5, thence N 89°52' E for approximately 821 feet to point of beginning.	September 4, 1970	45 O&G	526
0300995 John Anselmi et ux T. 38 N., R. 113 W., 6th P.M. Section 29: S½NW¼NW¼ as described in Warranty Deed dated January 17,1947 Section 29: S½SE¼NW¼ as described in Warranty Deed dated March 3, 1950	September4, 1970	46 O&G	276
0301000,R,S Miller Land and Livestock Company T. 35 N., R. 113 W., 6th P.M. Section 1: N½SW¼, SE¼SW¼, SE¼ Section 2: SE¼, E½SW¼ Section 3: S½SE¼ Section 8: SE¼NE¼, SE¼ Section 9: E½, SW¼, S½NW¼ Section 10: N½NE¼, SE¼NE¼, SW¼NW¼, NW¼SW¼, S½SW¼, SW¼SE¼ Section 11: S½NW¼, NW¼NW¼ Section 12: NE¼, E½NW¼, NE¼SE¼ Section 15: N½NW¼	September 15, 1970	46 O&G	312

138637

RECORDED November 1 1973 9:03 A M
IN BOOK 50 Oil & Gas PAGE 249
FEES $4.75 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Laos Jo Yake Deputy

ASSIGNMENT OF OVERRIDING ROYALTY

K N O W A L L M E N B Y T H E S E P R E S E N T S T H A T:

The undersigned, CALIF RESOURCES, INC., Assignor, as the owner of record title in and to the oil and gas leases wherein the United States of America is Lessor, bearing Serial Numbers as hereinafter set forth covering the following described lands in Sublette County, Wyoming:

Wyoming 0318971-A:

Township 27 North, Range 111 West
Sec. 11: All,
containing 640 acres,more or less

Wyoming 8716:

Township 27 North, Range 111 West
Sec. 24: N½,
containing 320 acres, more or less.

Wyoming 0318971:

Township 27 North, Range 111 West
Sec. 12: N½, N½S½, SE¼SW¼, S½SE¼,
containing 600 acres, more or less.

Wyoming 0318969-A:

Township 27 North, Range 111 West
Sec. 1: All
Sec. 2: NE¼, E½NW¼,
containing 880 acres, more or less.

Wyoming 0318977:

Township 28 North, Range 111 West
Sec. 34: N½, N½S½, SE¼SW¼, S½SE¼
Sec. 35: All,
containing 1240 acres, more or less.

Wyoming 0323875-A:

Township 28 North, Range 111 West
Sec. 26: All,
containing 640 acres, more or less.

Wyoming 0323875-B:

Township 28 North, Range 111 West
Sec. 24: S½
Sec. 25: NW¼, W½NE¼, NE¼NE¼,
containing 600 acres, more or less.

does hereby sell, assign, set over and convey unto:

V. H.Simmons, Jr. 5/8 of 1%
1020 Patterson Building
Denver, Colorado 80202

Earl T. Pinney 5/8 of 1%
1018 Patterson Building
Denver, Colorado 80202

of all oil, gas and other hydrocarbon substances saved and marketed from the lands hereinabove described under the terms and conditions of the oil and gas leases covering same, as an overriding royalty, free and clear of all expenses of development and operation, save and except for the taxes applicable thereto, and specifically subject to the following:

1. If the interest of the Assignor herein is less than the entire 100% working interest in any of the leases hereinabove described, then the overriding royalty herein assigned shall be paid to the Assignees only in the proportion that the interest of the Assignor in said lease bears to the entire 100% working interest therein.

2. It is agreed that the obligation to pay the overriding royalty 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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

EXECUTED this 8th day of October, 1973.

ATTEST:

W. K. Fee
Asst. Secretary

CALIF RESOURCES, INC.

By E. F. Dunbee
President

Assignor's Address:
1018 Patterson Building
Denver, Colorado 80202

STATE OF COLORADO)
: ss.
CITY AND COUNTY OF DENVER)

On this 8th day of October, 1973, before me appeared E. F. Dunbee, to me personally known, who, being by me duly sworn, did say that he is the President of CALIF RESOURCES, 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 he acknowledged said instrument to be the free act and deed of said corporation.

Zoe S. Lebeuf
Notary Public

My commission expires:

My Commission expires Sept. 8, 1977

WARRANTY DEED

ROXIE L. DEW, a single woman,

grantor, of Pinedale Sublette County, and State of Wyoming, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION - DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO JOSEPH R. HICKS, HAROLD REACH and JOHN M. SULENTA,

grantees, of Sublette County and State of Wyoming, the following described real estate, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All right, title and interest in and to all oil, gas and oils and gas minerals in, upon or underlying the following described lands, together with any and all other mineral interests in said lands, described as follows, to-wit:

Township 38 North, Range 110 West, 6th P. M.
Section 26: $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 35: $W\frac{1}{2}NE\frac{1}{4}$
All in Sublette County, Wyoming,
160 total mineral acres;

and

Township 37 North, Range 110 West, 6th P. M.
Section 12: $S\frac{1}{2}SW\frac{1}{4}$
Section 13: $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Section 14: $N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
All in Sublette County, Wyoming
470 total mineral acres.

138640

RECORDED November 1 19 73 9:50 A.M
IN BOOK 50 Oil & Gas PAGE 257
FEES $2.00 Anne K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois L. Yorke Deputy

WITNESS my hand this 4th day of October, 19 73.

Roxie L. Dew
Roxie L. Dew

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Roxie L. Dew,

this 4th day of October, 19 73.

Witness my hand and official seal.

Donna E. Stevens Notary Public
County of Sublette State of Wyoming
My Commission Expires: 4/23/74

Donna E Stevens
Signature
Notary Public
Title of Officer

252

183469-Sec

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-033307

LAND OFFICE Cheyenne

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Pioneer Production Corporation,
a Texas corporation
P.O. Box 151
Amarillo, Texas 79105

1. 138657

RECORDED November 2 1973 7:42 A.M.
IN BOOK 50 Oil & Gas PAGE 252
FEES 5.00 Ann R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J Yates Deputy

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
Section 5: Lots 1, 3, SE¼NE¼, E½SE¼, SE¼NW¼, E½SW¼

Township 35 North, Range 111 West
Section 1: Lots 1, 2, S½NE¼, SE¼

Township 36 North, Range 111 West
Section 13: All
Section 24: All
Section 25: All

255786

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)* 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.

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 25th day of July, 19 72

CONTINENTAL OIL COMPANY

By: Charles A. Norman
(Assignor's Signature)
Attorney in Fact

P.O. Drawer 1267
Ponca City, Oklahoma 74601

VOYAGER PETROLEUMS, INC.

PRESIDENT

TREASURER

540 Fifth Avenue, South West, Suite 530
Calgary, Alberta, Canada
(City) (State)

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 AUG 1 1972

By /s/ Glenna M. Lane
(Authorized Officer)

Chief, Oil & Gas Section

JUL 31 1972

AUG 21 1972

[redacted] [redacted] [redacted]

MINERAL LEASE RECORDS
DRAWER 1267
PONCA CITY, OKLAHOMA 74

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 **BLM 031722 Kansas**
4. Assignee is the sole party in interest in this assignment *(if question as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached hereto *(see Part II of Specific Instructions)*
6. Assignee's interests, direct and indirect, in an exempt 246,080 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 Alaska and 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. CERTIFICATION-DETERMINATION: That the statements herein are true, complete, and correct to the best of assignee's knowledge and belief and are made in good faith.

Executed this 29 day of July, 1972

ATTEST:
Wm L. DARRAH,
Assistant Secretary

Pioneer Production Corporation
E. S. Morris

E. S. Morris, President (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.

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)

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

4. *Certification of assignee*

a. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, or 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 the person executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) names and addresses of stockholders owning 10% or more of any class of stock. If any class of stock 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 such assignee giving the nature and extent of the interest of each, the nature of agreement between them, if any, and percentage of interest, if earlier. All interested parties must furnish evidence of their qualifications to hold such leases unless previously filed as above.

CANADA)
)
PROVINCE OF ALBERTA)
)
CITY OF CALGARY)

The foregoing instrument was acknowledged before me this 27th day of July 1972 by Thomas Henry Patrick Livingston, Treasurer of Voyager Petroleums, Inc.

WITNESS my hand and official seal.

M S A AUG 1 1972

A Notary Public in and for the Province of Alberta.

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

Acknowledgment for Lands in: Colo., Nebr., N.M., N.D., Mont., S.D., Utah, Wyoming

On this 26th day of July, 1972, before me, the undersigned Notary Public, personally appeared CHARLES A. NORMAN, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires October 2, 1973

Witness my hand and official seal.

Jean F. Hollister
NOTARY PUBLIC (SIGNATURE)

Jean F. Hollister
NOTARY'S NAME (TYPED OR PRINTED)*

Denver, Colorado
NOTARY'S RESIDENCE**

* Required in North Dakota.
** Required in Utah and Montana.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF POTTER

BEFORE ME, the undersigned authority, on this day personally appeared E. S. MORRIS known to me to be the person whose name is subscribed to the foregoing instrument, as PRESIDENT of PIONEER PRODUCTION CORP., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 29 day of July A. D. 1972

Mary Coffee

Notary Public in and for Potter County, Texas

Form 3120-19
(May 1968)

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:
Margie Johnson
6825 East Iliff, Apt 313
Denver, CO 80222

W 38881
(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: #285 State: Wyoming County: Sublette

T 33 N, R 110 W, 6th Prin Mer, WY

Sec 12: W½

Sec 13: W½

Sec 24: NW¼, N½SW¼, SW¼SW¼

Sec 25: SE¼NW¼, W½W½

138658

RECORDED November 2 1973 9:00 A.M
IN BOOK 50 Oil + Gas PAGE 255
FEES 5.00 Anne K Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yorke 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 1120.00 acres	Annual Rental . . . . . $ 560.00

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: April 1, 1973

THE UNITED STATES OF AMERICA

Gilmore W. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

March 22, 1973
(Date)

No. 5 63-9832

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

SEE INSTRUCTIONS ON REVERSE

3. Parcel Number 285

38881

4. State Wyoming

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.

s/ Margie Johnson 1/19/73
(Signature of Applicant) (Date)

6825 East Iliff, Apt. 313; Denver, Colorado 80222
(Address, include zip code)

DO NOT DETACH

256

...privilege to drill for, mine, extract, remove ... of the land covered, together with the right to construct and ... roads, telegraph or telephone lines, pipelines, reservoirs, tanks, ... 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 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, ... authorized and sanctioned by applicable law or by the ... of the Interior; and (3) promptly after due notice in ... to drill and produce such other wells as the Secretary of ... Interior may reasonably require in order that the leased ... may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the 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) *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 and reports.*—[illegible] such times and ... [illegible] ... and

... [illegible] ... and

(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, making of royalty interests, within 90 days from the date of final execution thereof.

(n) *Effluent limitations, pollution control, and compliance with applicable rules and additional stipulations.*—If owner, or operator, or owner of a producing interest in any portion of any company operating the same which may be permissible to the oil or gas derived from lands [illegible] to accept and convey, at a pipeline of such [illegible] or at reasonable rates and without discrimination [illegible] the Government or of any citizen or company not [illegible] any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of [illegible] or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented [illegible] to the United States.*—If any of the [illegible] and regulations thereunder, of the [illegible] 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 [illegible] may be provided by the laws governing such disposal.

(p) *Surrender of 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 land, from unnecessarily (a) causing or contributing to soil erosion or damage from, including fires, or [illegible] growth thereon or on [illegible] other operations, remove or dispose of debris and [illegible] reasonably possible, restore the surface of the leased land and [illegible] 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.* In connection with operations under this lease, the lessee shall not knowingly disturb, alter, injure or destroy any historical, archeological, paleontological or other cultural resource, including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance 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 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 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 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 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 [illegible] 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 or 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 [illegible] traction of helium, for which he is not reasonably [illegible] ... It is further agreed that any rights reserved [illegible] under this paragraph shall also run to and be exercisable by the lessor or any purchaser of the gas of the lessor.

(e) *Taking of royalties.*—[illegible] rights pursuant to section 27 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 29 of the act to purchase casing and lease or operate [illegible] wells.

Sec. 4. *Drilling and producing requirements.*—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. *Removal 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 days, 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 when 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 thereof (except that of payment of annual rentals, which shall result in the automatic termination of the lease), and such default shall continue for a period of 20 days after service of 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 [illegible] ... or any [illegible] ... in the [illegible] ... to the

In order to minimize watershed damage (protect important winter wildlife habitat) exploration, drilling, and other development activity will be limited to the period from June 1 to Feb. 28. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the Pinedale District Manager, Bureau of Land Management.

OIL AND GAS LEASE - SURFACE DISTURBANCE STIPULATIONS

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment (hereinafter called "surface disturbing operation") conducted by lessee shall be subject, as set forth in this stipulation, to the prior approval of such operation by the Area Oil and Gas Supervisor in consultation with the appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, the lessee shall submit for approval two copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the Area Oil and Gas Supervisor, Geological Survey, Casper, Wyoming, and will also furnish a copy of such map and explanation to the Pinedale District Manager, Bureau of Land Management.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of insuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the Area Oil and Gas Supervisor shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) The location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) The types of vehicles that may be used and the areas in which they may be used; and

(c) The manner or location in which improvements such as roads, buildings, pipelines or other improvements are to be constructed.

Signed this _____ day of _____, 19___

_____

Lessee's Signature

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECORDED
INDEXED
PHOTOGRAPHIC RECORDED

FORM APPROVED
OMB NO. 42–R1560

Serial No. W-38881

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. 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 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK PINEDALE WYOMING
By Lois J. Yake 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

RECORDED November 2 19 73 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 258
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yake Deputy

138659

Assignment approved effective JUL 1 1973

By Eleanor W. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 11 1973

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 [X] 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.

F. W. Baumgartner
(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 COLORADO
COUNTY OF DENVER } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On June 1, 1973, XX, before me personally appeared MARGIE JOHNSON

to me known to be the person(X) described in and whose name(s) is (XX) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (XX) 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 3...

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 such 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

Producers 88 Spec.— 1
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into the 5th day of October 19 73, by and between

Charles F. Spencer and Pearl Spencer, 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 pipe lines, 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 113 West, 6th P. M.
Section 1: Lots 3, 4

Township 31 North, Range 113 West, 6th P. M.
Section 26: $SE\frac{1}{4}SE\frac{1}{4}$
Section 36: $E\frac{1}{2}$

138672
RECORDED November 5 1973 9:00 A.M
IN BOOK 50 Oil & Gas PAGE 260
FEES 3.00 Annie R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yerke Deputy

XXXXXXX XXXXXXX XXXXX five (5) and containing 440 acres, more or less.

It is agreed that this lease shall remain in force for a term of XX five (5) 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 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 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:

x Charles F. Spencer (SEAL)
Charles F. Spencer
(SEAL)
x Pearl Spencer (SEAL)
Pearl Spencer
(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 23rd day of October, 19 73, personally appeared Charles F. Spencer and Pearl Spencer, 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.....

.....
Notary Public.

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 23rd day of October 1973 by Charles F. Spencer and Pearl Spencer, husband and wife

Witness my hand and official seal.

My Commission Expires:

Helen L. O'Brien — Notary Public
County of Sublette — State of Wyoming
My Commission Expires Nov. 17, 1973

Helen L. O'Brien
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.....

No.....

FROM

TO

Dated....., 19...

No. Acres.....

.....County.....

Term.....

This instrument was filed for record on the.....day of.....19.....o'clock.....M., and duly recorded in Volume..... Page.....of the records of this office.

.....
County Clerk.

By.....Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF PRODUCTION PAYMENT

K N O W A L L M E N B Y T H E S E P R E S E N T S T H A T:

The undersigned, GLOBE DRILLING COMPANY, Assignor, is the owner of a $12.50 per acre Production Payment payable out of 1/16 of all of the production saved and marketed from the lands hereinafter described situate in Sublette County, Wyoming, which Production Payments were reserved by the Assignor herein in those certain Assignments Affecting Record Title to Oil and Gas Leases to Calif Resources, Inc., wherein the United States of America is Lessor, and bearing Serial Numbers as follows:

Wyoming 0318971-A:

Township 27 North, Range 111 West
Sec. 11: All,
containing 640 acres, more or less

Wyoming 8716:

Township 27 North, Range 111 West
Sec. 24: $N\frac{1}{2}$,
containing 320 acres, more or less.

Wyoming 0318971:

Township 27 North, Range 111 West
Sec. 12: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,
containing 600 acres, more or less.

Wyoming 0318969-A:

Township 27 North, Range 111 West
Sec. 1: All
Sec. 2: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$,
containing 880 acres, more or less.

Wyoming 0318977:

Township 28 North, Range 111 West
Sec. 34: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 35: All,
containing 1240 acres, more or less.

Wyoming 0323875-A:

Township 28 North, Range 111 West
Sec. 26: All,
containing 640 acres, more or less.

Wyoming 0323875-B:

Township 28 North, Range 111 West
Sec. 24: $S\frac{1}{2}$
Sec. 25: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$,
containing 600 acres, more or less.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GLOBE DRILLING COMPANY, the Assignor herein, does hereby sell, assign, set over and convey unto the following Assignees, their heirs and assigns, in the proportions hereinafter set forth, the above-described Production Payment of $12.50 per acre covering the leases and lands hereinabove set forth:

John Gable
610 Patterson Building
Denver, Colorado 80202

138682 22/50

RECORDED November 6 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 262
FEES $1.25 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Martin J. Freedman
904 Midland Savings Building
Denver, Colorado 80202

22/50

V. H. Simmons, Jr.
1020 Patterson Building
Denver, Colorado 80202

3/50

Earl T. Pinney
1018 Patterson Building
Denver, Colorado 80202

3/50

It is understood and agreed that this Assignment of Production Payment is specifically subject to the following:

1. The said Production Payment shall be computed separately with respect to each of the seven (7) leases hereinabove described and no portion of the production from one lease shall be credited against the Production Payment with respect to any other of the leases described herein.

2. Upon the discharge of this Production Payment with respect to each of the leases hereinabove described, the Assignees herein, for themselves, their heirs and assigns, do hereby agree that they will forthwith deliver unto the said Calif Resources, Inc., its successors or assigns, an instrument in recordable form verifying the discharge of the said Production Payment as to each particular lease if, as and when the payout has occurred.

3. In the event that the interest of the Assignor in any of the above described leases in its assignment to Calif Resources, Inc., covered less than 100% of the working interest therein, then the production payment herein assigned shall be paid to the said Assignees only in the proportion that the interest of the Assignor in said lease bears to the 100% working interest therein.

4. The obligation to pay this Production Payment out of 1/16 of all of the production of oil as to each individual lease described herein, which amount 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% , shall be suspended as to such excess when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

EXECUTED this 4th day of October, 1973.

ATTEST:

Laura Larson
Secretary

GLOBE DRILLING COMPANY

By John Lobb
President

Assignor's Address:

610 Patterson Building
Denver, Colorado 80202

STATE OF COLORADO)
: ss.
CITY AND COUNTY OF DENVER)

On this 4th day of October, 1973, before me appeared Orin Slade, to me personally known, who, being by me duly sworn, did say that he is the President of GLOBE 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 Orin Slade acknowledged said instrument to be the free act and deed of said corporation.

Katherine Ryan
Notary Public

My commission expires:

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE WYOMING 053577
DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Stanley Ed Pivik, a single man, 621 3rd. Avenue West, Rock Springs, Wyoming 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 party in the amounts shown:

Mountain Fuel Supply Company	P. O. Box 11368 Salt Lake City, Utah 84111	7/8 of 1 %

Being in all total of an undivided seven-eighths of one percent (7/8 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 , or allocated thereto under any Unit Plan of Operation approved by the Secretary of the Interior of the United States, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T. 29 N. - R. 111 W., 6th P.M., Wyoming
Sec. 32, SW¼

138707

RECORDED November 8 1973 9:00 AM
IN BOOK 50 Oil & Gas PAGE 265
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Doris J. Zgarba Deputy

Containing 160.00 acres, more or less.

WITNESS my hand(s) this 15th day of November, 1965.

Witness:

Robert D. Perotti

Steve MacSwain

Stanley Ed Pivik
Stanley Ed Pivik

STATE OF WYOMING)
) ss.
County of Sweetwater)

On this 15th day of November, 1965, before me personally appeared Stanley Ed Pivik, a single man, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

Steve MacSwain
Notary Public

My Commission Expires:

My Commission Expires May 3, 1967

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY

UNDER UNITED STATES OIL AND GAS LEASE WYOMING 053577

The Assignee hereby requests approval of assignment of royalty and certified as follows:

1 Assignee is 21 years of age or over, and is a citizen of the United States; _____ Native born, _____ Naturalized.

2 Assignee is a corporation or other legal entity, (kind) - Utah Corporation - Public Utility - and is qualified under Wyoming 0153814 to take this assignment as shown.

3 Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4 Assignee is the sole party in interest in this assignment.

5 The undersigned agrees 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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

6 Amount remitted: Filing fee: $10.00

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 24 day of December, 1965.

ATTEST:

Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY

Vice President

P. O. Box 11368
Salt Lake City, Utah 84111

[redacted] [redacted] [redacted]

entered into this 10 day of December, 19 [illegible], by and between

Alice M. Schaffer, a widow; Lucille Cooper, a widow; Marie McGinnis Graves and Kenneth Graves, wife and husband of La Barge, Wyoming 83123

party of the first part, hereinafter called lessor, (whether one or more) and Exeter Drilling and Exploration Company of 2300 Li[illegible] Center Bldg., Denver, Colorado 80203, party of the second part, hereinafter called 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, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; 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: Notwithstanding any othe[illegible] provisions contained in this lease, it is understood and agreed that Lessee shall not commit this lease to a unit or pooling agreement except with the written consent of Lessors.

Township 28 North, Range 112 West, 6th P.M.
Section 23: W½SW¼
26: W½NW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising 160.00 acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ Five years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons 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 (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

3. 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 Big Piney Bank at Big Piney, Wyoming 83113, 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 or in the oil or gas or the rentals to accrue hereunder, the sum of One Hundred Sixty and No/100 Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon 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, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, 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.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

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 (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns as theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed in the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between 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. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. 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.

Lessor shall have the right to use gas produced from any well on this lease to heat his ranch buildings, provided all connections therefor are made at his expense, and provided that Lessee is not required to pay royalty on the gas so used.

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, 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.

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, 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.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. 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 damage 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.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.
15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.
16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Marie McGinnis Graves — Alice M. Schaffer

Kenneth Graves — Lucille Cooper

S. S. # — S. S. #

S. S. # — S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 11 day of October, 19 73, by Alice M. Schaffer, a widow

Witness my hand and official seal.

My commission expires: Aug. 31, 1974

Alice Crawford
Notary Public

La Barge, Wyo.
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____

138759

RECORDED November 12 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 267
FEES 35¢ Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Doris J. Yates Deputy

STATE OF WYOMING

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 11 day of October, 1973, by Lucille Cooper, a widow

Witness my hand and official seal.

My commission expires:
Feb 14- 1976

Notary Public
Kemmerer, Wyoming

STATE OF COLORADO

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 12 day of October, 1973, by Marie McGinnis Graves and Kenneth Graves, wife and husband

Witness my hand and official seal.

My commission expires:

[redacted] [redacted] [redacted]

Wyoming

CERTIFICATE

The undersigned, an Assistant Secretary of Getty Oil Company, a Delaware corporation, does hereby certify as follows:

(1) That the attached instrument is a true and correct copy of the original Designation of Agent from Getty Oil Company to T. J. Pujol, R. H. Westbrook, T. L. Roberts, R. D. Burck and J. K. Morrison, which is on file with the undersigned at his office in the One Allen Center Building, Houston, Texas.

(2) That said Designation of Agent has been since the date of its execution, and still is, in full force and effect, and is unrevoked.

IN WITNESS WHEREOF, the undersigned Assistant Secretary has executed this Certificate and affixed the corporate seal of Getty Oil Company on this the 10th day of September, 1973.

138790

RECORDED November 14 1973 9:00 A M
IN BOOK 50 Oil + Gas PAGE 269
FEES $5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yoder Deputy

C. B. WORTHEN
C. B. WORTHEN
Assistant Secretary
of Getty Oil Company

Wyoming

STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4 day of October, 1973, personally appeared C. B. WORTHEN, 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 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:
BETTY HAUGH
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Betty Haugh
Notary Public

DESIGNATION OF AGENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT Getty Oil Company, a Delaware corporation, acting through its undersigned officers who are duly authorized to execute this instrument pursuant to Resolutions of the Board of Directors passed on the 8th day of September, 1972, does hereby appoint and designate T. J. Pujol, R. H. Westbrook, T. L. Roberts, R. D. Burck, and J. K. Morrison, of Houston, Texas, each as Agent for Getty Oil Company to bid in the name of and on behalf of this Company, at public auction, on sales of oil or gas, geothermal resources or other mineral leasehold or fee or other interests, and to execute, sign and file in the name of and upon behalf of this Company any and all offers to lease, applications, bids, leases, licenses, assignments, permits, undertakings, agreements, documents, statements, and other instruments necessary or desirable in order to acquire or to qualify to acquire and/or to hold, develop, operate, maintain, transfer, and release oil and gas, geothermal resources or other mineral leaseholds, licenses, permits, working interests, royalty rights, or fee or other mineral interests, subject to the limitation that such offers to lease, applications, bids and other instruments carry out transactions previously approved by the particular level of authority required under the terms of the Executive and Corporate Authorities of this Company; provided, however, that other parties, specifically including but not limited to government entities, agencies, departments and bureaus, shall not be required to determine that the instruments executed or the transactions consummated by such Agent have been duly authorized and this Company shall be bound thereby.

FURTHER, with respect to all Federal oil and gas, geothermal resources and other mineral leasehold and prospecting permit offers, the authority of the Agent is specially limited to filing of offers to permit or lease for the sole and exclusive benefit of Getty Oil Company, and such Agent shall have no authority whatsoever to execute offers to permit or lease on behalf of any other person, association of persons, or corporation, in whole or in part; and further with respect to Federal oil and gas, geothermal resources or other mineral offers, leases, extensions, assignments, options, agreements, licenses, permits, working interest, royalty rights, bids, undertakings, documents and other instruments necessary and advisable under the Acts of February 25, 1920, (41 Stat. 437, 30 U.S.C. Section 181 et seq.) and August 7, 1947, (61 Stat. 913, 30 U.S.C. Sections 351-359), and all other pertinent Federal statutes, without limitations and amendments thereto, and regulations thereunder, the said Agent is hereby specifically granted authority to execute all statements of interest and of holdings in behalf of Getty Oil Company and to execute all other statements required, or which may be required, by the Acts

and amendments thereto, and the regulations, and Getty Oil Company hereby agrees to be bound by such representations of the Agent and waives any and all defenses which may be available to Getty Oil Company to contest, negate or disaffirm the actions of the said Agent under this Designation.

This instrument revokes, rescinds, cancels, supersedes and replaces that certain instrument styled "Designation of Agent" dated February 23, 1971, which designated Paul E. Carlton, R. H. Westbrook, T. L. Roberts, R. D. Burck, and James K. Morrison, of Houston, Texas, each as Agent to act for and on behalf of Getty Oil Company for the same purposes and under the same conditions as herein set forth above.

IN WITNESS WHEREOF, this instrument has been executed on this the 29 day of August, 1973.

ATTEST:

Assistant Secretary

GETTY OIL COMPANY

By: S H Truman
Vice President

The foregoing agency is accepted and agreed to in all of its terms and provisions on this the 29 day of August, 1973.

Agent

Agent

Agent

Agent

Agent

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
✓0300853 USA WYO-0309553 T. 37 N., R. 113 W., 6th P.M. Section 25: SW¼NE¼, NW¼SW¼, SE¼SW¼, NW¼SE¼ Section 26: NW¼SE¼ Section 34: S½NE¼, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼ Section 35: NE¼NE¼, SW¼NW¼, SW¼SW¼ Section 36: NW¼NW¼	August 1, 1964	43 O&G 410
0300885 Kenneth Vance Noble, Jr., et al T. 36 N., R. 114 W., 6th P.M. Section 2: Lots 1,2, SW¼NE¼, SE¼NW¼ T. 37 N., R. 113 W., 6th P.M. Section 33: SE¼SW¼, NE¼SE¼, S½SE¼ Section 34: N½NW¼, SW¼NW¼, NW¼SW¼	August 23, 1969	44 O&G 128

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 10th DAY OF September 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 10th day of September, 1973, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:
May 21 1974

Notary Public

138797

RECORDED November 14 1973 1:30 P M
IN BOOK 50 Oil & Gas PAGE 272
FEES $ 11.25 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois D. Gates Deputy

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
September 10 19 73, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
0300896 R. M. Strobel et al T. 38 N., R. 113 W., 6th P.M. Section 33: SE¼	August 23, 1969	44 O&G	214
0300898 Marvin Pearson T. 38 N., R. 112 W., 6th P.M. Section 22: SW¼SW¼ Section 27: NW¼NW¼ Section 28: N½NE¼ Section 29: S½NE¼, N½SE¼, SE¼NW¼, E½SW¼NW¼ Section 30: S½NW¼ T. 38 N., R. 113 W., 6th P.M. Section 25: SE¼NE¼	August 24, 1969	44 O&G	7
0300899 Grace Van Winkle Booker T. 37 N., R. 113 W., 6th P.M. Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼ Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼ T. 38 N., R. 113 W., 6th P.M. Section 33: E½SW¼	August 24, 1969	44 O&G	15
0300900 Billy R. Dockham et ux T. 38 N., R. 112 W., 6th P.M. Section 29: W½SW¼NW¼ Section 30: NE¼NE¼, S½NE¼	August 23, 1969	44 O&G	9
0300901 Billy R. Dockham et ux T. 38 N., R. 112 W., 6th P.M. Section 28: S½NW¼, N½SW¼	August 24, 1969	44 O&G	11
0300903 Karl M. Johnson, Inc. T. 36 North, Range 114 West, 6th P.M. Section 2: N½SW¼, SW¼SW¼, NW¼SE¼ Section 3: S½SE¼ Section 9: SE¼NE¼, N½SE¼ Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼	August 23, 1969	44	218
0300904 Ralph Eugene Pfisterer et ux T. 37 N., R. 113 W., 6th P.M. Section 25: NE¼NE¼	August 28, 1969	44 O&G	103
0300911 Mildred Bosone T. 38 N., R. 113 W., 6th P.M. Section 13: W½SW¼SW¼	August 23, 1969	44 O&G	1

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
September 10, 1973, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
0300980 James O. Daniel et ux T. 38 N., R. 113 W., 6th P.M. Section 35: SE¼	August 1,1970	45 O&G	501
0300985 E. G. Mack et ux T. 38 N., R. 113 W., 6th P.M. Section 20: NE¼SE¼	August 28, 1969	44 O&G	115
0300986 Leola H. Amrein et al T. 38 N., R. 113 W., 6th P.M. Section 33: E½SW¼	August 21, 1970	45 O&G	474
0300987 Leola H. Amrein et al T. 37 N., R. 113 W., 6th P.M. Section 10: NW¼	August 21, 1970	45 O&G	476
0300988 Leola H. Amrein et al T. 37 N., R. 113 W., 6th P.M. Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼	August 21, 1970	45 O&G	478
0300989 Leola H. Amrein et al T. 37 N., R. 113 W., 6th P.M. Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼	August 21, 1970	45 O&G	480
0300990 John Bundy et al A parcel of land located in the SE¼SE¼ of Sec. 34, in Township 38 North, Range 113 West, 6th P.M., more particularly described as follows: Beginning at corner #1 which is the NE corner of the SE¼SE¼-34-38-113, thence South 208.5 feet to corner #2, which is on the South Side of Jack Creek, thence West 208.5 feet to corner #3, thence North 208.5 feet to corner #4, thence East 208.5 feet to corner #1, the point of beginning, containing 1 acre.	August 12, 1970	45 O&G	482
0300992 Virginia C. Budd et al T. 36 N., R. 114 W., 6th P.M. Section 2: N½SW¼, SW¼SW¼, NW¼SE¼ Section 3: S½SE¼ Section 9: SE¼NE¼, N½SE¼ Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼	August 15, 1970	45 O&G	530

[illegible]
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into the 10th day of November 19 73 by and between

Beulah W. Scully and John E. Scully, her husband
1728 South Jefferson
of Casper, Wyoming 82601 ...., 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 32: $SE\frac{1}{4}SE\frac{1}{4}$
Section 33: Lot 7

Township 28 North, Range 111 West, 6th P. M.
Section 5: Lot 4
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8

XXXXXXX .... XXXXX .... XXXXfive (5) and containing .... 307.48 .... 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 WYOMING NATIONAL .... Bank at CASPER, WYOM.

.........................., or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seven and 48/100 - - - - - - - - - - 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 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 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:

138843

Beulah W. Scully (SEAL)
Beulah W. Scully
(SEAL)
John E. Scully (SEAL)
John E. Scully
(SEAL)
(SEAL)
(SEAL)

RECORDED [illegible] 1973 [illegible] M
IN BOOK 57 [illegible] PAGE 275
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 10 th day of November, 19 73, personally appeared Beulah W. Scully

and John E. Scully, 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 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 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 _____

No. _____

FROM _____

TO _____

_____, 19____

_____ County, _____

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

MITZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. ...
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 8th day of November, A.D. 73 by and between Dewey Galloway, formerly Dewey Bondurant, and Claude Galloway, her husband

of P. O. Box 114, Diamondville, Wyoming 83116 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 28 North, Range 112 West, 6th P. M.
Section 23: Lots 6, 9, 10, 11 and the bed of Green River riparian to Lots 6, 9, 10, 11

Section 26: Lots 2, 3, 4, 10, $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ and the bed of Green River riparian to Lots 2, 3, 4, 10

~~XXXXXXX~~ ~~XXXXX~~ ~~XXX~~ five (5) and containing 376.88 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 Bank at Kemmerer, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seventy Six and 88/100 - - - - - - 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:

138845

Dewey Galloway (SEAL)

Claude Galloway (SEAL)

(SEAL)

(SEAL)

(SEAL)

RECORDED Nov. 20, 1973 10:40 A.M.
IN BOOK 61 A Misc. Rec. PAGE 277
FEE $ 3.00 Thos. R. Kinkade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

277

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 8th day of November, 19 73, personally appeared Dewey Galloway, formerly Dewey Bondurant, and Claude Galloway, 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 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.

_____
Notary Public

My Commission Expires:

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 _____

No. _____

FROM

TO

_____, 19____

Acres _____

_____ 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.

_____
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into the 7th day of November, 19 73 by and between Florence Vickrey, a widow

of P. O. Box 44, LaBarge, Wyoming 83123, 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 28 North, Range 112 West, 6th P. M.
Section 23: Lots 6, 9, 10, 11 and the bed of Green River riparian to Lots 6, 9, 10, 11
Section 26: Lots 2, 3, 4, 10, $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ and the bed of Green River riparian to Lots 2, 3, 4, 10

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXX~~five (5) and containing 376.88 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 Bank at Kemmerer, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seventy Six and 88/100 - - - - - - - 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:

Florence Vickrey (SEAL)
Florence Vickrey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

138846

RECORDED November 20 1973 9:00 A M
IN BOOK [illegible] PAGE 279
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 7th day of November, 19 73, personally appeared Florence Vickrey, a widow

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 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.

_____
Notary Public

My Commission Expires:

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 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 _____

No. _____

FROM

TO

_____, 19____

_____ Acres

_____ 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.

_____
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HUSKY OIL COMPANY OF DELAWARE, a Delaware corporation with office in Denver, Colorado, hereinafter referred to as "Assignor" or as "Husky", hereby does bargain, sell, transfer and convey unto AMOCO PRODUCTION COMPANY, a Delaware corporation, its successors or assigns, hereinafter referred to as "Assignee", all of its right, title and interest in and to its 52.5% operating rights and working interest in and to the "P" Sands only in the following referenced oil and gas lease, covering lands situated in Sublette County, State of Wyoming, to wit:

Serial No.:	W-0231773
Lessor:	United States of America
Lessee:	Grace Hull
Date:	June 1, 1952
Recorded:	Book 310, Page 251, Sublette County, Wyoming

insofar as said lease covers the following described land in said County and State, to wit:

Township 28 North, Range 113 West, 6th P.M.
Section 1: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ as to the "P" Sands only.

THIS assignment is made subject to all the terms and the express and implied covenants and conditions of said lease, to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions shall be binding upon, and shall inure to the benefit of the Assignee its successors and assigns.

THIS assignment is made without warranty of any kind.

TO HAVE AND TO HOLD said lease acreage unto the Assignee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 15th day of October, 1973.

138854

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
Kenneth T. Smith, Attorney-in-Fact

RECORDED November 20 19 73 11:20 AM
IN BOOK 58 Oil & Gas PAGE 281
FEES $ 3.00 Dawn R. Colbath COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 15th day of October, 1973, before me appeared Kenneth T. Smith, to me personally known who, being by me duly sworn, did say that he executed the foregoing instrument as Attorney-in-Fact for Husky Oil Company od Delaware, acting by authority of resolution of its Board of Directors, and said Kenneth T. Smith acknowledged that said instrument was signed on behalf of and as the free act and deed of said corporation.

Witness my hand and official seal.

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.

FORM NO. 41

CASPER BLUE PRINT CO
CASPER, WYOMING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Mountain Minerals Company, P. O. Box 2956, Casper, Wyoming 82601 For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Robert M. Miller & Priscilla Miller, husband & wife, P.O.Box 607,Big Piney,Wyoming 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 Robert M. Miller & Priscilla Miller, husband & wife P. O. Box 607, Big Piney, Wyoming 83113 and R. J. Ackerman, P. O. Box 1250, Casper, Wyoming 82601

as lessee ___, dated the 14 day of November 19 68, insofar as same covers the following described land, to-wit:

Township 29 North, Range 112 West, 6thPM
Section 7 - S½NE¼, SE¼, SE¼SW¼
Section 17 - NW¼NW¼
Section 18 - N½NE¼, SW¼NE¼

138935

RECORDED November 27 19 73 9:00 A M
IN BOOK 52 Oil & Gas PAGE 283
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Lyke Deputy

Section ~~XXXXXXXXXXXXXXXX~~ Township ~~XXXXXXXXXXXXXXXX~~ Range ~~XXXXXXXXXXXXXXXX~~, and containing 440.00 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 Page 327.

Executed this 26th day of November, 19 73.

MOUNTAIN MINERALS COMPANY

BY: R. J. Ackerman
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 26th day of November, 19 73, personally appeared R. J. Ackerman, General Partner of Mountain Minerals Company 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.

Regina M. Short
Notary Public.

My Commission Expires

REGINA M. SHORT — Notary Public
County of Natrona State of Wyoming
My Commission Expires May 2, 1974

ACKNOWLEDGMENT (For use by Corporation)

State of ____ } ss.
County of ____

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 intrument to be the free act and deed of said corporation.

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

Notary Public.

My Commission expires ____

[redacted] [redacted] [redacted]

062-0133

DESIGNATION OF DEPOSITORY

STATE OF WYOMING

COUNTY/~~PARISH~~ OF SUBLETTE

WHEREAS, under date of June 8, 19 72, Bob Harrower and Mary Harrower, as Lessor, executed and delivered to Humble Oil & Refining Company, as Lessee, an Oil, Gas and Mineral Lease recorded in Volume 48, Page 310 of the O&G Records of Sublette County/~~Parish~~, State of Wyoming, to which reference is here made for all purposes; and

WHEREAS, said lease is in force and effect and now owned by EXXON CORPORATION insofar as said lease covers

25.95 acres being part of E/2 SW Sec. 3, T-33-N, R-109-W

138951

RECORDED November 27 1973 1:30 P M
IN BOOK 50 Oil & Gas PAGE 285
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WHEREAS, the undersigned desire to designate a depository for the reception of delay rentals, shut-in royalties, and other payments (except royalties on production) to which the undersigned, his or their heirs, successors and assigns may be entitled, presently or in the future;

NOW THEREFORE, the undersigned whose mailing address is P. O. Box 684 (Street Address) Pinedale (City), Wyoming (State) 82941 (Zip Code) do hereby name and designate the First National Bank of Pinedale (Name of Bank) ~~Bank~~ at Pinedale (City), (Name of Branch, if any) Wyoming (State) 82941 (Zip Code) as a depository in which all such payments to the credit of the undersigned under the terms of the lease may be deposited. This depository shall have the same force and effect as if it had originally been designated in said lease as a depository in which such payments to the undersigned under the terms thereof could be deposited; but it is expressly provided that Exxon Corporation, its successors and assigns, may at its option deposit such payments in the bank provided in said original lease.

None of the provisions of said lease shall be affected or modified hereby except to the extent necessary to give effect to the provisions hereof.

This designation shall be binding upon the undersigned, his or their heirs, executors, administrators, successors and assigns.

WITNESS our hands and seals this 31st day of May A. D. 19 73.

WITNESSES:

Marie L Mayer

Kathryn Taylor

Raymond W Bell

Elmer McDonald

Bob Harrower
Bob Harrower

Mary Harrower
Mary Harrower

CAR-PRO-1 (REV.)

STATE OF WYOMING }
COUNTY OF Sublette } SS.

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT
(INDIVIDUAL)

On this 27 day of November, 1973, before me personally appeared Bob Harrower and Mary Herrower

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ~~he/she/~~ they) executed the same as ~~his/her/~~ (their) free act and deed.

Given under my hand and seal the day and year last above written.

Term

My ~~Commission~~ expires: 1-6-75

Clerk R Clark
Sublette County ~~Notary Public~~ Clerk

FORM NO. 19

RELEASE OF OIL AND GAS LEASE

TATLOCK'S
1840 COURT PLACE P.M. 206
DENVER COLORADO 80202

KNOW ALL MEN BY THESE PRESENTS: That CHANDLER & ASSOCIATES, INC.

does hereby release, relinquish and surrender to the lessor Kenneth H. Guio & Marjorie Guio

their heirs, assigns and legal representatives, all right, title and interest, in and to a certain oil and gas mining lease, made and entered into by and between Kenneth H. Guio & Marjorie Guio of Big Piney, Wyoming as lessor and Chandler & Associates, Inc. as lessee, dated the 18th day of February, 1969, covering the following described land to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6TH P.M.

SECTION 13: S½
SECTION 23: S½SW¼, E½
SECTION 24: W½E½, W½
SECTION 25: W½
SECTION 26: E½, E½W½, NW¼NW¼

and containing 2,040.00 acres, situated in the County of Sublette and State of Wyoming said lease being recorded in the office of the Register of Deeds in and for said County, in Book 42 Page 411

WITNESS the following signatures of the present owners, this 23rd day of November 19 73

Attest:
Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.
BY: Collis P. Chandler, Jr., President

STATE OF COLORADO }
COUNTY OF DENVER } ss.

ACKNOWLEDGMENT FOR CORPORATION

On this 23rd day of November, A. D., 19 73, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Collis P. Chandler, Jr., 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 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.

My commission expires June 9, 1977

Linda M. Lowell
Notary Public.

926-9003-00

No. 139065

RELEASE OF OIL AND GAS LEASE

FROM

TO

Dated _____ 19__

Lot ____ Block ____ Addition _____

Section ____ Township ____ Range ____

_____ County _____

No. of Acres _____ Term _____

STATE OF Wyoming }
County of Sublette } ss.

This instrument was filed for record on the 5th day of November 19 73 at 2:20 o'clock P M., and duly recorded in Book 52 Misc. Page 282 of the records of this office.

Lucas R. Clark
COUNTY CLERK—REGISTER OF DEEDS

By _____
DEPUTY

When Recorded, HANDLER & ASSOCIATES, INC.
Return to _____
DENVER, COLORADO 80202

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, 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 _____ President and acknowledged to me that _____ executed the same as _____ 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.

My commission expires _____

_____
Notary Public.

TATLOCK'S
1640 COURT PLACE, RM. 205
DENVER, COLORADO 80202

FORM NO. 19

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That CHANDLER & ASSOCIATES, INC.

does hereby release, relinquish and surrender to the lessor Kenneth Guio & Marjorie Guio

their heirs, assigns and legal representatives, all right, title and interest, in and to a certain oil and gas mining lease, made and entered into by and between Kenneth Guio & Marjorie Guio of Big Pine, Wyoming 83113 as lessor and Chandler & Associates, Inc. as lessee, dated the 17th day of September, 19 69, covering the following described land to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 22: SE¼NW¼, NE¼SW¼, S½S½
Section 27: N½NE¼

and containing 320.00 acres, situated in the County of Sublette and State of Wyoming said lease being recorded in the office of the Register of Deeds in and for said County, in Book 45 Page 451

WITNESS the following signatures of the present owners, this 23rd day of November 19 73.

Attest:
Hubert L. White
Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.
BY: [signature]
Collis P. Chandler, Jr., President

STATE OF COLORADO }
COUNTY OF DENVER } ss.

ACKNOWLEDGMENT FOR CORPORATION

On this 23rd day of November, A. D., 19 73, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Collis P. Chandler, Jr., 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 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.

Linda M. Howell
Notary Public.

My commission expires June 9, 1977

926-9140-01

290

No. 139066

RELEASE OF OIL AND GAS LEASE

FROM

TO

Dated 19

Lot Block Addition

Section Township Range

County

No. of Acres Term

STATE OF Wyoming
} ss.
County of Sublette

This instrument was filed for record on the 5th day of December 1973 at 9:00 o'clock A M., and duly recorded in Book 5C C+G Page 289 of the records of this office.

Ann P Clark
COUNTY CLERK—REGISTER OF DEEDS

By Hazel J Yoder
DEPUTY

When Recorded Return to CHANDLER & ASSOCIATES, INC.
1401 DENVER CLUB BLDG.
DENVER, COLORADO 80202

ACKNOWLEDGMENT FOR CORPORATION

STATE OF
} ss.
COUNTY OF

On this day of, A. D., 19, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared, 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 President and acknowledged to me that executed the same as 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.

Notary Public.

My commission expires

ACKNOWLEDGMENT FOR CORPORATION

STATE OF
} ss.
COUNTY OF

On this day of, A. D., 19, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared, 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 President and acknowledged to me that executed the same as 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.

Notary Public.

My commission expires

Producers 88 Spec. [illegible]
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into the 10th day of November, 19 73, by and between

William H. Whitman, a single man

of Moroni, Utah, 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

139067

Township 29 North, Range 111 West, 6th P. M.
Section 32: $SE\frac{1}{4}SE\frac{1}{4}$
Section 33: Lot 7

RECORDED December 5 19 73 9:[illegible] AM
IN BOOK 5C Oil + Gas PAGE 291
FEES 3.[illegible] [illegible] R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Tyake [illegible] Deputy

Township 28 North, Range 111 West, 6th P. M.
Section 5: Lot 4
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8

~~XXXXXXX~~ ~~XXXXXX~~ ~~XXXX~~ five (5) and containing 307.48 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 BANK OF AMERICAN FORK Bank at AMERICAN FORK UTAH, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three hundred Seven and 48/100 - - - - - - - - - - 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.

~~[illegible] 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 [illegible] 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 unit plan [illegible] 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:

X William H Whitman (SEAL)
William H. Whitman

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Utah }
COUNTY OF Utah } 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 2 day of November, 19 73, personally appeared William H. Whitman, a single man

~~XXXXX~~ _____, 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 May 6, 1977

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 _____

No. _____

FROM _____

TO _____

_____, 19____

_____ County, _____

_____

_____ 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.

_____ Deputy.

When recorded return to

INTERMOUNTAIN BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

Wyoming CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of November, A.D. 19 73 by and between

John C. Haddenham and Cleo Haddenham, husband and wife

Star Route 2, Box 552
of Bremerton, Washington 98310, 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 28 North, Range 112 West, 6th P. M.
Section 23: Lots 6, 9, 10, 11 and the bed of Green River Riparian to Lots 6, 9, 10, 11

Section 26: Lots 2, 3, 4, 10, $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ and the bed of Green River riparian to Lots 2, 3, 4, 10

XXXXXX Township XXX five (5) and containing 376.88 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 The National Bank of Commerce, Bank at P. O. Box 299 Bremerton, Washington 98310, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seventy Six and 88/100 - - - - - - - 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:

RECORDED November 6 1973, 9:00 A M
IN BOOK 50 Oil & Gas PAGE 193
FEES $2.00 Alice K. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Fee Paid Sublette County

139081

x John C Haddenham (SEAL)
John C. Haddenham
(SEAL)
(SEAL)
x Cleo Haddenham (SEAL)
Cleo Haddenham
(SEAL)
(SEAL)

STATE OF Washington }
COUNTY OF Yakima } 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 November, 19 73, personally appeared John C. Haddenham

and Cleo Haddenham, 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 8/28/74

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 _____

No. _____

FROM _____

TO _____

_____, 19____

_____ County, _____

_____

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.

_____
Deputy.

When recorded return to

_____

_____

MITZEL 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 10th day of November, 1973, by and between

Elizabeth Haddenham, a widow
518 North McLeod Avenue
of Arlington, Washington 98223, 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 28 North, Range 112 West, 6th P. M.

Section 23: Lots 6, 9, 10, 11 and the bed of Green River riparian to Lots 6, 9, 10, 11

Section 26: Lots 2, 3, 4, 10, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and the bed of Green River riparian to Lots 2, 3, 4, 10

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXX~~ five (5) and containing 376.88 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 ..... Bank at ....., or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seventy Six and 88/100 - - - - - - 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 purposes 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:

139082

× Elizabeth Haddenham (SEAL)
Elizabeth Haddenham (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

RECORDED: Nov 16 1973 AT 3:00 P.M.
IN BOOK 50 Oil & Gas PAGE 295
FEE $ 3.00 Marie L. Allred COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy

295

STATE OF Washington }
COUNTY OF Lewis } 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 15 day of November 19 73, personally appeared Elizabeth Haddenham, a widow

Mary

, 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 9/26/74

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.....

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

CASPER, WYOMING

AGREEMENT, Made and entered into this 8th day of November, 73 by and between Mary Kampman aka/O. H. Kampman and Cliver Kampman/, her husband

of Diamondville, Wyoming 83116, 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 28 North, Range 112 West, 6th P. M.
Section 23: Lots 6, 9, 10, 11 and the bed of Green River riparian to Lots 6, 9, 10, 11
Section 26: Lots 2, 3, 4, 10, NE¼NE¼, N½S½ and the bed of Green River riparian to Lots 2, 3, 4, 10

[redacted] [redacted] [redacted] five (5) and containing 376.88 acres, more or less.

It is agreed that this lease shall remain in force for a term of [redacted] 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 Bank at Kemmerer, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seventy Six and 88/100 - - - - - - - - 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:

139083

RECORDED December 6 1973 9:00 A M
IN BOOK Oil & Gas PAGE 232
FEES $3.00 Anna Belle Clerk COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Nancy Lynne Hedges Deputy

Mary Kampman (SEAL)
Mary Kampman

(SEAL)

(SEAL)
Oliver Kampman aka/
O. H. Kampman (SEAL)

O. H. Kampman (SEAL)
O. H. Kampman

(SEAL)

STATE OF Wyoming }
COUNTY OF LincolnXXX } 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 8th day of November, 1973, personally appeared Mary Kampman and Oliver Kampman, her husband aka O.H.Kampman

XXXXX

, 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. MERRICK — Notary Public County of Natrona State of Wyoming My Commission Expires Feb. 20, 1976

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

No.

FROM

TO

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

HAZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)

COUNTY OF SUBLETT)

KNOW ALL MEN BY THESE PRESENTS: That for valuable consideration received Belco Petroleum Corporation, herein called "Belco", does hereby transfer and assign unto Husky Oil Company of Delaware, its successors and assigns, without warranty of title, an undivided sixty percent (60%) of Belco's right, title and interest in and to the following described lease, insofar as said lease covers the following described lands as to all depths from the surface of the ground down to 3,942 feet, being 50 feet below the total depth reached in the Husky-Federal #10-13 Well located in the NW/4 SE/4 Section 13, Township 28 North, Range 113 West, Sublett County, Wyoming:

> Oil and Gas Lease dated October 5, 1946, from William J. McGinnis et ux, as Lessors, and The Carter Oil Company, as Lessee, recorded in Volume 2, Page 109, Lease Records of Sublett County, Wyoming, insofar as said lease covers the S/2 NE/4 Section 24, Township 28 North, Range 113 West, of said county.

This assignment is made subject to the terms, covenants, conditions and reservations set out in the instrument by which Belco acquired title and that certain Agreement dated February 24, 1972, as amended, between Belco Petroleum Corporation and Husky Oil Company of Delaware.

By acceptance of this assignment Assignee does assume and agree that the interest assigned hereby shall bear its proportionate part of any previously created overriding royalty, production payment, lessor's royalty and/or any other burden of whatever nature. Assignee also agrees to assume and to comply with all express and implied covenants and obligations contained in the above described lease insofar as they cover or apply to the interest assigned hereby and further agrees to indemnify and hold Belco harmless from any loss, damage and/or expense which may be incurred by reason of Assignee's failure to assume or comply with any such covenant or obligation.

139117

RECORDED December 10 1973 9:11 M
IN BOOK 52 Oil & Gas PAGE 299
FEES $ 3.00 Grace R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Eva Dilgard Deputy

The provisions hereof shall extend to and be binding upon the respective successors and assigns of the parties hereto.

Executed this 8th day of November, 1973.

BELCO PETROLEUM CORPORATION

By _____
John D. Lomax
Senior Vice President

ATTEST:

_____
Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared JOHN D. LOMAX, known to me to be the person whose name is subscribed to the foregoing instrument as SENIOR VICE PRESIDENT of BELCO PETROLEUM CORPORATION and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said BELCO PETROLEUM CORPORATION.

Given under my hand and seal of office this 8th day of November A.D., 1973.

Carolyn J. Fellowes
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

_____
Notary Public in and for Harris County, Texas

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

This Agreement Made this 10th day of November 73 by and between

Evelyne W. Johansen and Dean Johansen, her husband

of Mount Pleasant, Utah, 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

to 10.00 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 32: $S\frac{1}{2}SE\frac{1}{4}$
Section 33: Lot 7

Township 28 North, Range 111 West, 6th P. M.
Section 5: Lot 4
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8

139164

RECORDED December 12 1973 9:00 A.M.
IN BOOK 50 Oil + Gas PAGE 301
FEES 3.00 Jean R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J Yates Deputy

XXXXXX TXXXXX XXX five (5) and containing 307.48 gross 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 of Ephraim, Bank at Ephraim, Utah, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seven and 48/100 - - - - - - - - - - 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.

~~Lessee is hereby given the option to include the land covered hereby, or any part thereof, in any unit plan of development or operation which is now or hereafter 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 as provided herein 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 unit shall be 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 Presence of:

Harold P Hansen

Harold P. Hansen

Evelyne W. Johansen (SEAL)
Evelyne W. Johansen

Dean Johansen (SEAL)
Dean Johansen

(SEAL)

(SEAL)

STATE OF Utah
COUNTY OF Sanpete } 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 28 day of November, 19 73, personally appeared Evelyn W. Johansen, also known as Evelyne W. Johansen Evelyn W. Johansen

and Dean Johansen, her husband Dean Johansen

, 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 April 10, 1975 Harold P. Hansen
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

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

SWETZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]
Cheyenne, Wyoming

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of September, 1973, by and between Teola M. Agrein, a widow, Lawrence G. Agrein and Melissa Agrein, husband and wife, of Rendurant, Wyoming, hereinafter called lessor (whether one or more) and Rainbow Resources Inc., 515 Lakeside National Bank Bldg., Denver, Colorado 80212, hereinafter called lessee:

I. WITNESSETH: That the lessor, for and in consideration of $ 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, 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 and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 36 North-Range 110 West
Section 33: E½

Township 37 North-Range 110 West
Section 4: Lot 3, NE¼SW¼, N½SE¼, SW¼SE¼
Section 9: E½E½
Section 10: N½SW¼, SE¼SW¼, S½SE¼, NW¼SE¼

RECORDED December 12 1973 at 3:00 o'clock P.M.
IN BOOK 50 Oil & Gas PAGE 139165
Ann R. Clark COUNTY CLERK
By Lois L. Clarke Deputy

of Section ..., Township ..., Range ..., and containing 647.35 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of Five years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas production thereafter oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided 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 Pinedale State Bank at Pinedale, Wyoming, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of six hundred forty seven and 35/100---------- DOLLARS ($ 647.35) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 asignee 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and 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.

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 ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his 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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but 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 certified copies of instruments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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.

10. 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. Any interest in the production from the above described lands which is not subject to this lease shall be deducted from the royalty herein reserved.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constute grounds for any cause or action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased 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.

13. 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 said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Leola H. Champion
Leola H. Amrein

Terrence G. Amrein
SS# 522-54-7702

Melissa Amrein
Melissa Amrein

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 28 day of September, 19 73, before me, personally appeared Leola H. Amrein a widow, Terrence G. Amrein and Melissa Amrein husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires:

W. H. CHAMPION - Notary Public
County of Campbell — State of Wyoming
My Commission expires December 6, 1973

W. H. Champion
Notary Public.

STATE OF
COUNTY OF } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that executed the same as free act and deed.

My commission expires:

Notary Public.

No.

Oil and Gas Lease

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 Book, Page of the records of this office.

Register of Deeds.

By, Deputy

When recorded return to

STATE OF
COUNTY OF } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this day of in the year, before me, a Notary Public, personally appeared, known to me to be the of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 28th day of September, 19 72 by and between Weldon L. Campbell and Patricia L. Campbell, husband and wife, and Juretta Campbell, a widow, of Pinedale, Wyoming, hereinafter called lessor (whether one or more) and Rainbow Resources Inc., 515 Petroleum National Bldg., Denver, Colorado 80212 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ ten 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, 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 and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North-Range 113 West
Section 25: S½NE¼, E½SE¼, SE¼NW¼, NE¼SW¼, S½SW¼, W½SE¼
Section 28: NW¼SW¼, SE¼NW¼, SW¼SE¼
Section 33: NE¼NE¼, W½NE¼, SE¼NE¼
Section 35: SE¼

139166

RECORDED December 12 1972 9:00 A
IN BOOK 50 Oil + Gas PAGE 305
FEES 3.00 Laura L Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Judy Spence Dep 640

of Section Five, Township ..., Range ..., and containing ... acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided 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 for rental regardless of changes in the ownership of said land, the sum of Six hundred forty and no/100---------- DOLLARS ($ 640.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 asignee 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and 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.

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 ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his 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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but 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 certified copies of instruments of title deraigning title from lessor, and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rentals. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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.

10. 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. Any interest in the production from the land to which the interest of lessor may be subject shall be excepted from the royalty herein reserved.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased 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.

13. 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 said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Luretta Campbell
Luretta Campbell

Walden L. Campbell
Walden L. Campbell

Patricia M. Campbell
Patricia M. Campbell

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 28th day of September, 19 73, before me, personally appeared Walden L. Campbell and Patricia M. Campbell, husband and wife and Luretta Campbell a widow, to me known to be the person s described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires:

W. K. CHAMPION - Notary Public
County of Campbell, State of [illegible]
My Commission expires December 6, 1973

W. K. Champion
Notary Public.

STATE OF
COUNTY OF } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that executed the same as free act and deed.

My commission expires:

Notary Public.

Oil and Gas Lease

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 Book, Page of the records of this office.

Register of Deeds.

By , Deputy

When recorded return to

STATE OF } ss.
COUNTY OF

CORPORATE, North Dakota, South Dakota, Nebraska

On this day of in the year , before me, a Notary Public, personally appeared ,

known to me to be the of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

[redacted] [redacted] [redacted]

Billings, Montana

OIL AND GAS LEASE

Producers 88-1959

THIS AGREEMENT, made and entered into this 27th day of September, 19 73 by and between

Daisy Francisco, a widow

of Bondurant, Wyoming

hereinafter called lessor (whether one or more) and Rainbow Resources Inc. 515 Lakeside National Bank Bldg., Denver, Colorado 80212 hereinafter called lessee:

I. WITNESSETH: That the lessor, for and in consideration of $ 10 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, 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 and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 33 North-Range 113 West
Section 33: E½SW¼

Township 37 North-Range 113 West
Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼
Section 9: E½NE¼
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼, NW¼

RECORDED December 12 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 307
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Gake Deputy

139167

of Section ..... Township ..... Range ....., and containing 647.35 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of Five years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided 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 Jackson State Bank at Jackson, Wyoming, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Six hundred forty seven and 35/100---------- DOLLARS ($ 647.35) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 asignee 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time or from time to time as a recurring right, either before or after production as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and 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.

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 ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his 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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessor, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but 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 certified copies of instruments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rentals. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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.

If 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. Any interest in the production land or in the proceeds thereof subject to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

307

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased 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.

13. 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 said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Daisy Francisco

Daisy Francisco

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this day of September, 1973, before me, personally appeared Daisy Francisco, a widow, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

My commission expires:

Notary Public.

STATE OF
COUNTY OF } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that executed the same as free act and deed.

My commission expires:

Notary Public.

No.

Oil and Gas Lease

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 Book, Page of the records of this office.

Register of Deeds.

By, Deputy

When recorded return to

STATE OF
COUNTY OF } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this day of in the year, before me, a Notary Public, personally appeared, known to me to be the of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 25th day of December, 1972 by and between

R. H. Strobel and Lois E. Strobel, husband and wife

of Tonquant, Wyoming

hereinafter called lessor (whether one or more) and Rainbow Resources Inc., 515 Lakeside National Bank Bldg., Denver, Colorado 80212 hereinafter called lessee:

1. WITNESSETH. That the lessor, for and in consideration of $ 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, 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 and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 38 North-Range 110 West
Section 33: SE¼

139168

RECORDED December 12 1972 9:00 A.M.
IN BOOK 20 Oil + Gas PAGE 304
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Trish Lyke Deputy

160

of Section ____, Township ____, Range ____, and containing ____ acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ten years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided 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 Jackson State Bank at Jackson, Wyoming, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of one hundred sixty and no/100---------- DOLLARS ($ 160.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 asignee 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and 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.

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 ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his 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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but 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 certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or his estate, or if there be none, then until lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of said estate, of the deceased until such time as lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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.

10. 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 simple estate therein, and the royalty herein reserved on which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

613

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased 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.

13. 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 said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

R.E. Strobel

Lois E. Strobel

ACKNOWLEDGMENTS

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 28th day of September, 19 73, before me, personally appeared R.E. Strobel and Lois E. Strobel husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that They executed the same as Their free act and deed.

My commission expires:

W. H. CHAMPION - Notary Public
County of Campbell
State of Wyoming
My Commission expires December 6, 1973

W. H. Champion
Notary Public.

STATE OF ..... }
COUNTY OF ..... } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that executed the same as free act and deed.

My commission expires:

.....
Notary Public.

No. .....

Oil and Gas Lease

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 Book....., Page .....of the records of this office.

.....
Register of Deeds.

By....., Deputy

When recorded return to

.....

STATE OF ..... }
COUNTY OF ..... } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this ..... day of ..... in the year ....., before me, a Notary Public, personally appeared .....

known to me to be the ..... of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

.....
Notary Public.

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 29th day of October, 1973 by and between

R.B. Wells and Rosemary Wells, Husband and wife

of 511 14th St., Rawlins, Wyoming 82301

hereinafter called lessor (whether one or more) and Rainbow Resources, Inc., 515 Lakeside, Natln. Bank Bldg, 4704 Harlan St., Denver, Colo. hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ 10 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, 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 and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 38 NORTH - RANGE 113 WEST
Section 33: SE¼

139169

RECORDED December 12 1973 8:00 A.M.
IN BOOK 50 Oil & Gas PAGE 311
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol J. Yoke Deputy

of Section ..., Township ..., Range ..., and containing 160 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ten years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) 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.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided 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 Rawlins National Bank at Rawlins, Wyoming, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of One Hundred Sixty 00/100---------- DOLLARS ($ 160.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling 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 asignee 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and 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.

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 ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his 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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but 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 certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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 holders 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.

10. If 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. Any interest in the production from the land described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

WY-2195-2

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased 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.

13. 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 said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

R.B. Wells SS#

Rosemary Wells

ACKNOWLEDGMENTS

STATE OF Wyoming }
COUNTY OF Carbon } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 5th day of November, 19 73, before me, personally appeared R.B. Wells and Rosemary Wells, husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as Their free act and deed.

My commission expires: 8-4-75

Notary Public.

STATE OF ..... }
COUNTY OF ..... } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that ..... executed the same as ..... free act and deed.

My commission expires:

Notary Public.

No. .....

Oil and Gas Lease

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 Book ....., Page ....., of the ..... records of this office.

..... Register of Deeds.

By ....., Deputy

When recorded return to

.....

STATE OF ..... }
COUNTY OF ..... } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this ..... day of ..... in the year ....., before me, a Notary Public, personally appeared .....

known to me to be the ..... of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

RECORDED Dec 1st 19 73 at 2:04 P.M.
IN BOOK 56 Oil & Gas PAGE 513
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lou Ann Clark Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned DAMSON EXPLORATION FUNDS, INC. of 366 Madison Avenue, New York, New York 10017, hereinafter referred to as ASSIGNOR for and in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Belco 1971 Oil and Gas Fund, Ltd. of 630 Third Avenue, New York, New York 10017, hereinafter referred to as ASSIGNEE, all of its 13.24% right, title and interest in and to the following described oil and gas leases, to-wit:

Oil and Gas Lease dated September 25, 1970, from Hugh Wardell and Betty Wardell, husband and wife, lessors, to Carl W. Klaenhammer, lessee, recorded in Book 46, Page 278

Oil and Gas Lease dated September 24, 1970, from Doyle Twitchell and Isabelle Twitchell, husband and wife, lessors, to Carl W. Klaenhammer, lessee, recorded in Book 45, Page 534

Oil and Gas Lease dated September 22, 1970, from Joseph W. Krall, a single man, lessor, to Carl W. Klaenhammer, lessee, recorded in Book 45, Page 519

Oil and Gas Lease dated September 23, 1970, from Ted Miller and Emma F. Miller, husband and wife, lessors, to Carl W. Klaenhammer, lessee, recorded in Book 45, Page 536

insofar as each of said leases cover the following described land:

Township 27 North, Range 115 West, 6th P. M., Sublette County, Wyoming

All of Tracts 41A, 41B, 41C and 41D, containing 160 acres, more or less

AND for the same consideration, the ASSIGNOR covenants with the ASSIGNEE, its heirs, successors or assigns that the ASSIGNOR is the lawful owner of and has good title to the interests in the said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said leases are valid and subsisting leases on the lands described in this assignment and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and ASSIGNOR does hereby surrender and release all rights of dower and homestead in the premises herein described.

NOTWITHSTANDING, however, this assignment is made without warranty of any nature or kind whatsoever, either express or implied.

IN WITNESS WHEREOF, this instrument is executed on the 10th day of October, 1973.

ATTEST:

Secretary

DAMSON EXPLORATION FUNDS, INC.

By
Barrie M. Damson, President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 15 day of October, 1973, 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 EXPLORATION FUNDS, 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 to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15 day of October, 1973.

Esther Gordon
Notary Public

My commission expires:

ESTHER GORDON
Notary Public, State of New York
No. 30-4507730
Qualified in Bronx County
Commission Expires March 30, 1974

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 15th day of November, 19 73, between

RESERVOIR RANCH COMPANY, INC.

Lessor (whether one or more) whose address is Big Piney, Wyoming 83113

and TEXACO Inc., a Delaware Corporation, Lessee

whose address is P.O. Box 2100, Denver, Colorado 80201

WITNESSETH:

1. Lessor in consideration of ($) in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil, gas, distillate, sulphur and other minerals, (except coal), injecting salt water, other fluids, and gas, into subsurface strata, storing minerals and fluids, laying pipe lines, dredging canals, building, maintaining and using roads, bridges, docks, tanks, powers, stations, telephone and electric transmission lines, and other structures and facilities including houses for employees, necessary for producing, saving, caring for, treating, processing, and transporting minerals and conducting said operations, the following described land in Sublette County, Wyoming, (hereby relinquishing and waiving, so far as this lease is concerned, all rights under and by virtue of the homestead exemption laws of said state) to wit:

RECORDED December 26 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 315
FEES $3.00 Anne R. Clark CLERK
SUBLETTE COUNTY, PINEDALE, W
139733 By Lois J. Yake Deputy

Township 30 North, Range 112 West
Section 20: $E\frac{1}{2}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 22: $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 29: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Paragraph No. 14: Anything to the contrary herein notwithstanding, the word mineral when used anywhere in this lease form, shall be deemed to include only oil, gas (as defined herein), distillate, other hydrocarbons and sulphur.

including, in addition to the above-described land, any and all minerals underlying lakes, streams, roads, easements, and rights of way which traverse, adjoin, or are contiguous to, said lands, which minerals are owned or claimed by Lessor, or rights to which minerals may hereafter be established in Lessor. For determining the amount of any money payment hereunder the leased premises shall be treated as comprising 1560.00 acres, whether there be more or less. The word "mineral" as used in this lease includes oil, gas, distillate, sulphur and any other mineral, whether similar or dissimilar, unless the context clearly requires a different meaning. The word "gas" as used herein shall be construed to cover and embrace any and all kinds of gas, including helium gas and carbon dioxide, produced or producible from beneath the surface of the leased premises.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ Five years from this date (hereinafter called "primary term"), and as long thereafter as oil, gas, distillate, sulphur or other mineral is produced hereunder, or any operation is conducted, any payment is made, or any condition exists, which as hereinafter provided continues this lease in force.

3. The royalties reserved by Lessor, and which shall be paid by Lessee, are, (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other product, the market value at the wells of one-eighth (1/8th) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8th) of the amount realized from such sale; (c) on sulphur mined and marketed, One Dollar ($1.00) per long ton (2240 lbs.); (d) on all other minerals mined and marketed, one-tenth (1/10th) of the current market price at the wells or mine. During any period (whether before or after the expiration of the primary term hereof) while there is a gas well or wells completed hereunder and gas is not being sold or used and the well or wells are shut in and there is no current production or operations on said leased premises sufficient to keep this lease in force, Lessee may pay or tender as royalty an amount (which shall be the same regardless of the number of shut in wells) per year, equal to the annual rental hereafter provided, and it will be considered that gas is being produced, for all purposes of this lease during any period for which such payment is made or tendered; such amount for the first year to be payable within ninety (90) days following the shutting in of the first well, or, if this lease is then otherwise being maintained in force, within ninety days following a cessation of production or operations, and for subsequent periods annually in advance thereafter. Each such royalty payment or tender may be paid by check or draft of Lessee to the parties entitled to receive royalties in the same manner as provided for "rental" payments under Paragraph Four (4) hereof. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

4. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor bank, the sum of One Thousand Five Hundred Sixty and No/100 * * * * Dollars ($ 1560.00 * * * * * * hereinafter called "rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Drilling operations or mining operations referred to in this paragraph or elsewhere in this lease, shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral on the leased premises Lessee should drill a dry hole thereon, or fail in any exploratory attempt to establish production hereunder, this lease shall not be terminated thereby if Lessee commences further drilling operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty days following completion of the dry hole, or failure of such exploratory attempt, or, if there be no such rental-paying date, commences further drilling operations or mining operations before the expiration of the primary term; provided, however, that if at any time within sixty (60) days prior to the expiration of the primary term, Lessee shall complete a dry hole, this lease shall continue in force and effect sixty (60) days from the date of such completion. If at the expiration of the primary term or at the expiration of the sixty-day period provided for in the preceding sentence no mineral is being produced on the leased premises but Lessee is then engaged in drilling operations, reworking operations, or mining operations thereon, this lease shall remain in force so long as drilling operations, reworking operations, or mining operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if they result in production of a mineral, so long thereafter as any mineral is produced hereunder from the leased premises. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling operations, reworking operations, or mining operations, on one well or mine and the commencement of drilling operations, reworking operations, or mining operations on the same or another well or mine. If at any time after the discovery of any mineral production thereof, and also of the other discovered mineral or minerals, if any, should cease from any cause, this lease shall not be terminated thereby if within sixty (60) days thereafter production of any mineral or minerals is restored or Lessee commences drilling operations, reworking operations, or mining operations, or commences or resumes payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty (60) days following such cessation of production.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. Any structures and facilities placed on the leased premises by Lessee for operations thereon and any well or wells on the leased premises drilled or used for the injection of salt water, other fluids, or gas, may also be used for Lessee's operations on other lands in the field. Any existing roads, or any roads constructed on or across the leased premises for operations thereon may be used to service Lessee's operations on other lands in the field.

7. Lessee is hereby granted the right and power, to be exercised at its option at any time or times, to pool or combine the acreage covered by this lease or any portion thereof, as to oil and gas, or either of them, with other land, lease or leases, or any portion thereof, as to whole or undivided interests therein or any undivided interest covered thereby, as to oil and gas, or either of them, with other land, lease or leases, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop, regardless of ownership thereunder, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop, operate said leased premises. Units pooled for oil hereunder shall not exceed 40 acres each in area, plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that if governmental authority, State or Federal, prescribes, allows or permits larger spacing or proration units for the development or operation of the field in which the unit is located or allocates a producing allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed, allowed or permitted or that may be used in such allocation or allowable. Any unit formed hereunder need not conform in size or area to any other unit; and units may be created hereunder to embrace all strata or any stratum or strata. The pooling in one or more instances shall not exhaust the rights of Lessee hereunder to pool this lease or portions thereof into other units or to reform units. Lessee shall file for record in the county where the unit is situated a written designation and description of each unit formed or reformed hereunder, and such instrument shall specify the effective date of the unit. Lessee wholly at its option may exercise pooling option either before or after commencing operations for or completing an oil or gas well on acreage included in the unit, and any unit may include, but is not required to include, land or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Operations upon or production from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations were commenced or such production was secured before or after the execution of this lease, or the instrument designating the pooled unit, shall be considered as operations upon or production from the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes as if the same were included in this lease, except that the royalty on production from the unit shall be as below provided. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit so pooled. Any pooling hereunder shall be valid and effective for all purposes of this lease even though there may be [illegible]

Lease Bk 57 Pg 35

within the unit which are not effectively pooled or unitized. Any unit established by Lessee hereunder may be dissolved by Lessee at any time by instrument filed for record in the county in which the leased premises are situated whether before drilling operations are commenced or after the completion of a dry hole or the cessation of production therefrom, or any operations on said unit, as the case may be. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing, and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing, and not from an oil pooled unit.

8. The rights of either party hereunder may be assigned or subleased in whole or in part and the provisions hereof shall extend to their heirs, successors, sublessees, and assigns. However, no change or division in ownership of the lands, rentals, or royalties, shall enlarge the obligations or diminish the rights of Lessee. No change or division in such ownership shall be binding on Lessee until ninety (90) days after the Lessee shall have been furnished by registered or certified mail with the original or a certified copy of the recorded instrument or instruments evidencing same. In the event of assignment or sublease hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof or of an interest therein who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the authorized depository bank to the credit of the estate of the deceased until such time as Lessee is furnished proper evidence of the appointment and qualifications of an executor or administrator of the estate or, if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs or devisees of the deceased. In event of assignment or sublease of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners (including sublessees).

9. Lessee may at any time, and from time to time, execute and deliver or mail to Lessor or place of record a release covering all or any portion of the leased premises, and thereupon shall be relieved of all obligations as to the acreage surrendered. After a release of this lease as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by each such release.

10. In the event Lessor, either before or after production has been secured, considers that Lessee has failed to perform or to comply with any of the expressed or implied obligations of this agreement, Lessor shall notify Lessee in writing alleging specifically the respects in which Lessor considers Lessee has so failed to perform or comply, and Lessee shall have ninety days after receipt of any such notice within which to remedy or commence to remedy, any such default so alleged by Lessor. The delivery of said notice to Lessee and the lapse thereafter of ninety days shall be precedent to the bringing of any action by Lessor under this agreement. Neither the delivery of any such notice nor the performance thereafter by Lessee of any act aimed to remedy any default alleged by Lessor in any said notice shall be deemed an admission or presumption that Lessee is in default as to such obligation and there shall be no cancellation of this agreement, in whole or in part, for failure by Lessee to remedy or commence to remedy any default alleged by Lessor until the existence of such default by Lessee has been finally declared judicially and until a reasonable time thereafter has been allowed to remedy such default. In case of termination, forfeiture or cancellation of this lease for any cause, Lessee shall be entitled to retain hereunder any well or mine, together with all acreage allocated thereto under a well spacing program based upon the maximum area such well or mine may be expected to drain.

11. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend the title to said land and minerals to the extent of the interest purported to be covered by this lease. If Lessor owns less interest than the entire fee or mineral estate (even though this lease purports to cover only such lesser interest) the rentals and royalties to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge any tax, mortgage, or other lien upon said land either in whole or in part, and thereby be subrogated to such lien with the right to enforce same and apply rentals and royalties toward satisfying same.

13. This lease may be executed in any number of counterparts and each such counterpart so executed shall have the same force and effect as an original instrument. Should any one or more of the parties above named as Lessor fail to execute this lease or any counterpart thereof, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease means the party or parties who execute this as Lessor, although not named above.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

ATTEST:

RESERVOIR RANCH COMPANY, INC.

By: Gordon M. Mickelson

Gordon M. Mickelson - President

Lessor

STATE OF WYOMING

COUNTY OF SUBLETTE } ss.

The foregoing instrument was acknowledged before me this 15 day of November, 1973.

Witness my hand and official seal.

DONALD R. WASSENBERG - Notary Public
County of Sublette
State of Wyoming
My Commission Expires April 15, 1976

Donald R. Wassenberg
Notary Public

My Commission Expires

STATE OF WYOMING

COUNTY OF _____ } ss.

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

Witness my hand and official seal.

_____
Notary Public

My Commission Expires _____.

No. .....

OIL, GAS AND MINERAL LEASE

FROM

.....

.....

TO

.....

.....

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

I hereby certify that this instrument was filed for record in my office at .....

o'clock ..... *M.,* ....., 19..

and is duly recorded in book .....

page .....

.....
Recorder

By .....
Deputy

Fees, $ .....

Return to

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 14th day of November, 19 73, between

C. R. O'NEIL AND HELEN JENKINS O'NEIL, HIS WIFE

Lessor (whether one or more) whose address is Box 10, Big Piney, Wyoming 83113

and TEXACO Inc, a Delaware Corporation, Lessee,

whose address is P.O. Box 2100, Denver, Colorado 80201

WITNESSETH:

1. Lessor in consideration of Ten and No/100 * * * * * * * * * * * * * * * * ($ 10.00 * * * * * * * * * * * * * * * *) in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil, gas, distillate, sulphur and other minerals, (except coal), injecting salt water, other fluids, and gas, into subsurface strata, storing minerals and fluids, laying pipe lines, dredging canals, building, maintaining and using roads, bridges, docks, tanks, powers, stations, telephone and electric transmission lines, and other structures and facilities including houses for employees, necessary for producing, saving, caring for, treating, processing, and transporting minerals and conducting said operations, the following described land in Sublette County, Wyoming, (hereby relinquishing and waiving, so far as this lease is concerned, all rights under and by virtue of the homestead exemption laws of said state) to wit:

Township 30 North, Range 112

Section 20: $E\frac{1}{2}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 22: $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 29: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

139734

RECORDED December 26 1973 9:00 A.M.
IN BOOK 56 Oil + Gas PAGE 317
FEES $3.25 Anne L Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lucy Lee Eyre Deputy

Paragraph #14: Lessee's rights and privileges granted by this lease do not include the right to detonate a nuclear explosive device in the leased premises.

including, in addition to the above-described land, any and all minerals underlying lakes, streams, roads, easements, and rights of way which traverse, adjoin, or are contiguous to, said lands, which minerals are owned or claimed by Lessor, or rights to which minerals may hereafter be established in Lessor. For determining the amount of any money payment hereunder the leased premises shall be treated as comprising 1560.00 acres, whether there be more or less. The word "mineral" as used in this lease includes oil, gas, distillate, sulphur and any other mineral, whether similar or dissimilar, unless the context clearly requires a different meaning. The word "gas" as used herein shall be construed to cover and embrace any and all kinds of gas, including helium gas and carbon dioxide, produced or producible from beneath the surface of the leased premises.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ Five years from this date (hereinafter called "primary term"), and as long thereafter as oil, gas, distillate, sulphur or other mineral is produced hereunder, or any operation is conducted, any payment is made, or any condition exists, which as hereinafter provided continues this lease in force.

3. The royalties reserved by Lessor, and which shall be paid by Lessee, are, (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other product, the market value at the wells of one-eighth (1/8th) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8th) of the amount realized from such sale; (c) on sulphur mined and marketed, One Dollar ($1.00) per long ton (2240 lbs.); (d) on all other minerals mined and marketed, one-tenth (1/10th) of the current market price at the wells or mine. During any period (whether before or after the expiration of the primary term hereof) while there is a gas well or wells completed hereunder and gas is not being sold or used and the well or wells are shut in and there is no current production or operations on said leased premises sufficient to keep this lease in force, Lessee may pay or tender as royalty an amount (which shall be the same regardless of the number of shut in wells) per year, equal to the annual rental hereafter provided, and it will be considered that gas is being produced, for all purposes of this lease during any period for which such payment is made or tendered; such amount for the first year to be payable within ninety (90) days following the shutting in of the first well, or, if this lease is then otherwise being maintained in force, within ninety days following a cessation of production or operations, and for subsequent periods annually in advance thereafter. Each such royalty payment or tender may be paid by check or draft of Lessee to the parties entitled to receive royalties in the same manner as provided for "rental" payments under Paragraph Four (4) hereof. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

4. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as to both parties, unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in

State Bank of Big Piney Bank at Big Piney, Wyoming 83113

or any successor bank, the sum of One Thousand Five Hundred Sixty and No/100 * * * * Dollars ($ 1560.00), hereinafter called "rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Drilling operations or mining operations referred to in this paragraph or elsewhere in this lease, shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral on the leased premises Lessee should drill a dry hole thereon, or fail in any exploratory attempt to establish production hereunder, this lease shall not be terminated thereby if Lessee commences further drilling operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty days following completion of the dry hole, or failure of such exploratory attempt, or, if there be no such rental-paying date, commences further drilling operations or mining operations before the expiration of the primary term; provided, however, that if at any time within sixty (60) days prior to the expiration of the primary term, Lessee shall complete a dry hole, this lease shall continue in force and effect sixty (60) days from the date of such completion. If at the expiration of the primary term or at the expiration of the sixty-day period provided for in the preceding sentence no mineral is being produced on the leased premises but Lessee is then engaged in drilling operations, reworking operations, or mining operations thereon, this lease shall remain in force so long as drilling operations, reworking operations, or mining operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if they result in production of a mineral, so long thereafter as any mineral is produced hereunder from the leased premises. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling operations, reworking operations, or mining operations, on one well or mine, and the commencement of drilling operations, reworking operations, or mining operations on the same or another well or mine. If at any time after the discovery of any mineral or production thereof, and also of the other discovered mineral or minerals, if any, should cease from any cause, this lease shall not be terminated thereby if within sixty (60) days thereafter production of any mineral or minerals is restored or Lessee commences drilling operations, reworking operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty (60) days following such cessation of production.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. Any structures and facilities placed on the leased premises by Lessee for operations thereon and any well or wells on the leased premises drilled or used for the injection of salt water, other fluids, or gas, may also be used for Lessee's operations on other lands in the field. Any existing roads, or any roads constructed on or across the leased premises for operations thereon may be used to service Lessee's operations on other lands in the field.

7. Lessee is hereby granted the right and power, to be exercised at its option at any time or times, to pool or combine the acreage covered by this lease, or any portion thereof, as to oil and gas, or either of them, with other land, lease or leases, or any portion thereof, as to whole or undivided interests therein, whether or any undivided interest covered thereby, as to oil and gas, or either of them, with other land, lease or leases, or any portion thereof, as to whole or undivided interests therein, whether regardless of ownership thereunder, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop and operate said leased premises. Units pooled for oil hereunder shall not exceed 40 acres each in area, plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that if governmental authority, State or Federal, prescribes, allows or permits larger spacing or proration units for the development or operation of the field in which the unit is located or allocates a producing allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed, allowed or permitted or that may be used in such allocation or allowable. Any unit formed hereunder need not conform in size or area to any other unit; and units may be created hereunder to embrace all strata or any stratum or strata. The pooling in one or more instances shall not exhaust the rights of Lessee hereunder to pool this lease or portions thereof into other units or to reform units. Lessee shall file for record in the county where the unit is situated a written declaration describing the unit so formed or reformed hereunder, and such instrument shall specify the effective date of the unit. Lessee wholly at its option may exercise its pooling rights either before or after commencing operations for, completing an oil or gas well on acreage included in the unit, and any unit may include, but is not required to include, land or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Operations upon or production from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations were commenced or such production was secured before or after the execution of this lease, or the instrument designating the pooled unit, shall be considered as operations upon or production from the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes as if the same were included in this lease, except that the royalty on production from the unit shall be as below provided. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such portion of the royalty stipulated in Paragraph 3 above as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit so pooled. Units pooled hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, overriding royalty, or leasehold interests in lands within the unit which are not pooled or unitized. Operations conducted and production had or had

Rel'd Bk 57 Pg 35

within the unit which are not effectively pooled or unitized. Any unit established by Lessee hereunder may be dissolved by Lessee at any time by [illegible] in the county in which the leased premises are situated whether before drilling operations are commenced or after the completion of a dry hole or the cessation of production, and of operations on said unit, as the case may be. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing, and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing, and not from an oil pooled unit.

8. The rights of either party hereunder may be assigned or subleased in whole or in part and the provisions hereof shall extend to their heirs, successors, sublessees, and assigns. However, no change or division in ownership of the lands, rentals, or royalties, shall enlarge the obligations or diminish the rights of Lessee. No change or division in such ownership shall be binding on Lessee until ninety (90) days after the Lessee shall have been furnished by registered or certified mail with the original or a certified copy of the recorded instrument or instruments evidencing same. In the event of assignment or sublease hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof or of an interest therein who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the authorized depository bank to the credit of the estate of the deceased until such time as Lessee is furnished proper evidence of the appointment and qualifications of an executor or administrator of the estate or, if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs or devisees of the deceased. In event of assignment or sublease of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners (including sublessees).

9. Lessee may at any time, and from time to time, execute and deliver or mail to Lessor or place of record a release covering all or any portion of the leased premises, and thereupon shall be relieved of all obligations as to the acreage surrendered. After a release of this lease as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by each such release.

10. In the event Lessor, either before or after production has been secured, considers that Lessee has failed to perform or to comply with any of the expressed or implied obligations of this agreement, Lessor shall notify Lessee in writing alleging specifically the respects in which Lessor considers Lessee has so failed to perform or comply, and Lessee shall have ninety days after receipt of any such notice within which to remedy or commence to remedy, any such default so alleged by Lessor. The delivery of said notice to Lessee and the lapse thereafter of ninety days shall be precedent to the bringing of any action by Lessor under this agreement. Neither the delivery of any such notice nor the performance thereafter by Lessee of any act aimed to remedy any default alleged by Lessor in any said notice shall be deemed an admission or presumption that Lessee is in default as to such obligation and there shall be no cancellation of this agreement, in whole or in part, for failure by Lessee to remedy or commence to remedy any default alleged by Lessor until the existence of such default by Lessee has been finally declared judicially and until a reasonable time thereafter has been allowed to remedy such default. In case of termination, forfeiture or cancellation of this lease for any cause, Lessee shall be entitled to retain hereunder any well or mine, together with all acreage allocated thereto under a well spacing program based upon the maximum area such well or mine may be expected to drain.

11. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend the title to said land and minerals to the extent of the interest purported to be covered by this lease. If Lessor owns less interest than the entire fee or mineral estate (even though this lease purports to cover only such lesser interest) the rentals and royalties to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge any tax, mortgage, or other lien upon said land either in whole or in part, and thereby be subrogated to such lien with the right to enforce same and apply rentals and royalties toward satisfying same.

13. This lease may be executed in any number of counterparts and each such counterpart so executed shall have the same force and effect as an original instrument. Should any one or more of the parties above named as Lessor fail to execute this lease or any counterpart thereof, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease means the party or parties who execute this as Lessor, although not named above.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

SSN 521 - 34 - 9115 — C. R. O'Neil

SSN 520 - 44 - 0680 — Helen Jenkins O'Neil

Lessor

STATE OF WYOMING

COUNTY OF ~~[illegible]~~ Sublette } ss.

The foregoing instrument was acknowledged before me this 14th day of November, 19 73.

Witness my hand and official seal.

Helen L. O'Brien — Notary Public
County of Sublette State of Wyoming
My Commission Expires Nov. 17, 1973

My Commission Expires _____ — Helen L. O'Brien
Notary Public

STATE OF WYOMING

COUNTY OF _____ } ss.

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

Witness my hand and official seal.

My Commission Expires _____

_____
Notary Public

No.....

OIL, GAS AND MINERAL [illegible]

FROM

.....

.....

.....

TO

.....

.....

STATE OF WYOMING
County of .....

I hereby certify that this instrument was filed for record in my office at .....

o'clock ..... M., ..., 19..., and is duly recorded in book..... page .....

.....

By .....

Fees, $ .....

Return to

ASSIGNMENT

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, OIL AND GAS FUTURES, INC. OF TEXAS (as to an undivided 4.687%), Suite 700, 2200 South Post Oak Road, Houston, Texas 77027, TERRA RESOURCES, INC. (as to an undivided 2.344%), 5416 South Yale Avenue, Tulsa, Oklahoma 74135, and W. G. PEAVY (as to an undivided 2.344%), 1300 - 211 North Ervay Building, Dallas, Texas 75201, Assignors, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto:

RAINBOW RESOURCES, INC.
Suite 515, Lakeside National Bank Building
Denver, Colorado 80212

Assignee, an undivided 9.375% right, title and interest in and to the Oil and Gas Leases described in Exhibit "A", of 5 pages, attached hereto and made a part hereof, insofar and only insofar as said leases cover the lands described in said Exhibit "A" and subject to any overriding royalty existing of record.

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 1st day of October, 1973.

ATTEST:

W. B. Meyer, Secretary

OIL AND GAS FUTURES, INC. OF TEXAS

By _____
J. F. Dougherty, Chairman

ATTEST:

Secretary

TERRA RESOURCES, INC.

By _____
President

W. G. PEAVY

139856

RECORDED January 7 19 74 9:00 A M
IN BOOK 5 A Civil & Law PAGE 319
FEES $1.50 Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Sparks Deputy

319

STATE OF TEXAS)
COUNTY OF HARRIS)

On this 1st day of October, A.D. 1973, before me personally appeared J. F. DOUGHERTY, to me personally known, who, being by me duly sworn, did say that he is the Chairman of OIL AND GAS FUTURES, INC. OF TEXAS 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 J. F. DOUGHERTY acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 1st day of October, A.D., 1973.

WANDA M. HUTSON
(Seal) Notary Public In and for Harris County, Texas
My Commission Expires June 1, 1975

Wanda M. Hutson
Notary Public

STATE OF OKLAHOMA)
COUNTY OF TULSA)

On this 1st day of October, A.D., 1973, before me personally appeared Jack van Wyke, President, to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, 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 Jack van Wyke, President acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 1st day of October, A.D., 1973.

(Seal)

Patricia C. Hatcher
Notary Public

My Commission expires: 7-20-76

STATE OF TEXAS)
COUNTY OF DALLAS)

On this 16th day of Nov., A.D., 1973, before me personally appeared W. G. PEAVY, 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 16th day of Nov, A.D., 1973.

(Seal)

Eleanor Bradell
Notary Public

My Commission expires: 6-1-75

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
WY-892 4-110 1310	Richard D. Wilson, et al	Erving Wolf	4/10/67	T. 34N., R. 109W., 6th P.M. Sec. 32: NW¼NE¼, NE¼NW¼, S½NW¼	41	329
WY-893 4-108 1308	J. Chauncey Clark, et ux	Erving Wolf	4/10/67	T. 33N., R. 109W., 6th P.M. Sec. 6: Lots 3,4, SE¼NW¼, SW¼NE¼ T. 34N., R. 109W., 6th P.M. Sec. 31: Lots 3,4, SE¼SW¼ T. 33N., R. 110W., 6th P.M. Sec. 1: Lot 1	41	311
WY-896 4-116 1316	Marjorie Hagenstein, a widow	Erving Wolf	4/6/67	T. 33N., R. 109W., 6th P.M. Sec. 14: E½SW¼, W½SE¼ Sec. 23: NW¼ Sec. 22: NE¼	41	315
WY-898 4-115 1315	Thurston Doyle, et ux	Erving Wolf	4/6/67	T. 33N., R. 109W., 6th P.M. Sec. 10: NW¼NE¼, Less one (1) acre in the northwest corner of the NW¼NE¼	41	313
WY-899 4-114 1314	Edward F. Steele, et ux	Erving Wolf	4/6/67	T. 34N., R. 109W., 6th P.M. Sec. 31: NE¼SW¼, SE¼ Sec. 32: SW¼ T. 33N., R. 109W., 6th P.M. Sec. 6: Lot 2	41	309

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
~~WP-900~~ 4-118 wy-3183	Roy O. Steele, et al	Erving Wolf	4/5/67	T. 33N., R. 110W., 6th P.M. Sec. 3: SE¼SW¼ T. 34N., R. 109W., 6th P.M. Sec. 30: Lots 2,3, SE¼NW¼, SW¼NE¼ T. 34N., R. 110W., 6th P.M. Sec. 25: NE¼NE¼, S½N½, N½S½, S½SW¼, SW¼SE¼	41	323
~~WP-901~~ 3-24 wy-1202	W. D. Alexander, et ux	Erving Wolf	4/5/67	T. 34N., R. 110W., 6th P.M. Sec. 2: SW¼NE¼, SW¼, W½SE¼ Sec. 3: NE¼SE¼	41	334
~~WP-902~~ 4-117 wy-1317	Fred E. Shriver, et ux	Erving Wolf	4/5/67	T. 34N., R. 110W., 6th P.M. Sec. 24: SE¼ Sec. 25: NW¼NE¼ T. 34N., R. 109W., 6th P.M. Sec. 19: Lot 4 Sec. 29: SW¼NW¼, SW¼ Sec. 30: Lot 1, E½SE¼, SE¼NE¼, and the South 18 acres of NE¼NE¼ Sec. 32: NW¼NW¼, and a tract of land described as follows: Beginning at the corner common to Sections 29,30,31,32, T. 34N., R. 109W., and proceeding thence southerly along the east boundary line of Section 31 a distance of 1580 feet, more or less, to a fence corner; thence proceeding along the fence North 38 degrees 16' West 344 feet; thence North 20 degrees 15' West 447 feet; thence North 72 degrees 42' West 501 feet thence South 73 degrees 55' West 297 feet; thence	41	356

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page

-902 (continued)
rth 23 degrees 35' West 506 feet; thence North 44 degrees 03' West 297 feet; thence North 12 degrees 00' West 708 feet; thence North 22 degrees 04' st 852 feet, more or less, to the North line of the SW¼SE¼ of Section 30, T. 34 N. R. 109 W.; thence proceeding easterly along said North line of the ¼SE¼ of Section 30 a distance of 686 feet, more or less, to the Northeast corner of the SW¼SE¼ of Section 30; thence proceeding southerly along the st line of the SW¼SE¼ a distance of 1320 feet, more or less, to the Southeast corner of the SW¼SE¼ of Section 30 thence proceeding easterly along the rth line of the NE¼ of Section 31, T. 34 N. R. 109 W., a distance of 1320 feet, more or less, to the point of beginning (being a portion of NE¼ of Sec. 31, d of SW¼SE¼ of Sec. 30, T. 34 N., R. 109 W., 6th P.M., the area of which is 42.0 acres, more or less).

d also excepting a tract of land in NE¼SW¼ and SW¼NW¼, Sec. 29; known as Shriver Subdivision, as recorded in 22 Msc. Page 537, Sublette County, records, ntaining 16.16 acres, more or less.

excepting a tract of land in Lot 4, Sec. 19, described as follows: Beginning at a point on the northeasterly right of way line of the Pinedale-Cora ty Road N85 degrees 56' W. 4221.1 feet from the southeast corner of said Section where is found a quartzite stone 4" x 4" x 3" above ground marked 1 on E, 11 on S set in mound of stone; thence N25 degrees 53' W. 132.1 feet along the said right of way line to a point; thence N73 degrees 47' E. .8 feet to a point; thence S12 degrees 44' E. 130.8 feet to a point; thence S73 degrees 54' W. 149.7 feet to the point of beginning; containing an of .49 acres, more or less.

further excepting a tract of land conveyed by Fred E. Shriver, et ux to Forrest Gordon Cramer, recorded in Book 12 of Deeds, Page 439 in part of ¼ Section 29, T. 34 N. R. 109 W.

further excepting a tract of land conveyed by Fred E. Shriver,et ux to Kenneth K. Rowe, et ux, recorded in Book 12 of Deeds, Page 553, in part of ¼ Section 29, T. 34 N. R. 109 W.

further excepting a tract of land conveyed by Fred E. Shriver, et ux to Charles O. Fuller, et ux, recorded in Book 13 of Deeds, Page 83, in part of ¼, Section 29, T. 34 N. R. 109 W.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
WE-903 4-113 - 1313	Paul C. Hagenstein, et ux	Erving Wolf	4/6/67	T. 33 N., R. 109 W., 6th P.M. Sec. 23: NE¼, and that part of the E½SE¼ described as follows: Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7" x 5" x 6" above ground marked - on E and = on S with pits in each section and mound of earth; thence South 89 degrees 59 minutes, 660.0 feet along the south line of said Section 23 to a point; thence North 36 degrees 07 minutes West, 1113.1 feet to a point on the West line of the said E½SE¼; thence North 00 degrees 04 minutes East, 1765.0 feet along the said west line to the northwest corner of the said E½SE¼; thence South 89 degrees 59 minutes East, 1318.7 feet along the North line of the said E½SE¼ to the east one-quarter corner of said Section 23 which is described on the map for the South Bend Road of record in the office of the Clerk of Sublette County; thence South 00 degrees 06 minutes West, 2663.1 feet along the east line of said Section 23 to the point of beginning, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not Disturb RLS 164", containing an area of 73.81 acres, more or less.	41	317
WE-905 4-112 - 1312	Ralph Allen Steele, et ux	Erving Wolf	4/6/67	T. 34 N., R. 110 W., 6th P.M. Sec. 25: SE¼SE¼ T. 34 N., R. 109 W., 6th P.M. Sec. 30: Lot 4, E½SW¼, NW¼SE¼ Sec. 31: Lots 1,2, E½NW¼, and that part of the SW¼SE¼ of Section 30 and that part of the NE¼ of Section 31, all in Township 34 North, Range 109 West, 6th P.M. more particularly described as follows: Beginning at the quarter corner common to Sections 30 and 31, thence, South 2640 feet to the center quarter corner of Section 31, thence, East 2640 feet to the quarter corner common to Sections 31 and 32, thence, North 1061 feet, thence North 38 degrees 16' West 340 feet; thence North 20 degrees 15' West 447 feet; thence North 72 degrees 42' West 501 feet thence South 73 degrees 55' West 297 feet; thence North 23 degrees 35' West 506 feet; thence North 44 degrees 03' West 297 feet; thence North 12 degrees 00' West 708 feet; thence North 22 degrees 04' West 852 feet; thence South 89 degrees 44' West 634 feet; thence South 1333 feet; to the point of beginning, containing 158.03 acres, more or less.	41	331

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
W-9007 111 3/84	Felix Walter Rilinger, a single man	Erving Wolf	4/6/67	T. 33 N., R. 109 W., 6th P.M. Sec. 23: That portion of the SE¼ and the NE¼SW¼ lying and being situate North of U. S. Highway 187, less a tract of 73.81 acres, more or less, in the E½SE¼ described as follows: Beginning at the southeast corner of the said Section 23 where is found a blue granite stone 7" x 5" x 6" above ground marked - on E and = on S with pits in each Section and mound of earth; thence South 89 degrees 59 minutes West, 660.0 feet along the south line of said Section 23 to a point; thence North 36 degrees 07 minutes West, 1113.1 feet to a point on the west line of the said E½SE¼; thence North 00 degrees 04 minutes East, 1765.0 feet along the said west line to the northwest corner of the said E½SE¼; thence South 89 degrees 59 minutes East, 1318.7 feet along the North line of the said E½SE¼ to the east one-quarter corner of said Section 23 which is described on the map for the South Bend Road of Record in the Office of the Clerk of Sublette County; thence South 00 degrees 06 minutes West, 2663.1 feet along the east line of said Section 23 to the point of beginning, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not Disturb RLS 164". Sec. 26: NE¼, less a tract therein described as follows: Beginning at a point 100 feet east of the SW corner of the SW¼NE¼; thence West 100 feet along the quarter Section line; thence 100 feet North along the quarter Section line; thence southeasterly to the point of beginning.	41	320

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT, the undersigned, OIL AND GAS FUTURES, INC. OF TEXAS (as to an undivided 5.583%), Suite 700, 2200 South Post Oak Road, Houston, Texas 77027, TERRA RESOURCES, INC. (as to an undivided 2.792%), 5416 South Yale Avenue, Tulsa, Oklahoma 74135, and W. G. PEAVY (as to an undivided 2.792%), 1300 - 211 North Ervay Building, Dallas, Texas 75201, Assignors, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto:

RAINBOW RESOURCES, INC.
Suite 515, Lakeside National Bank Building
Denver, Colorado 80212

Assignee, an undivided 11.167% right, title and interest in and to the Oil and Gas Leases described in Exhibit "A", of 10 pages, attached hereto and made a part hereof, insofar and only insofar as said leases cover the lands described in said Exhibit "A" and subject to any overriding royalty existing of record.

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 1st day of October, 1973.

ATTEST:

W. B. Meyer, Secretary

OIL AND GAS FUTURES, INC. OF TEXAS

By J. F. Dougherty, Chairman

ATTEST:

Secretary

TERRA RESOURCES, INC.

By J. Van Wyke
President

W. G. PEAVY

139857

RECORDED January 7 19 74 8:00 A M
IN BOOK 5 Oil & Gas PAGE 326
FEES $2.00 Laura C. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF TEXAS I
COUNTY OF HARRIS I

On this 1st day of October, A.D. 1973, before me personally appeared J. F. DOUGHERTY, to me personally known, who, being by me duly sworn, did say that he is the Chairman of OIL AND GAS FUTURES, INC. OF TEXAS 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 J. F. DOUGHERTY acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 1st day of October, A.D., 1973.

WANDA M. HUTSON
(Seal) Notary Public In and for Harris County, Texas
My Commission Expires June 1, 1975

Wanda M. Hutson
Notary Public

STATE OF OKLAHOMA I
COUNTY OF TULSA I

On this 1st day of October, A.D., 1973, before me personally appeared Jack van Wyke, President, to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, 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 Jack van Wyke, President acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 1st day of October, A.D., 1973.

(Seal)

Patricia A. Hall
Notary Public

My Commission expires: 2-20-76

STATE OF TEXAS I
COUNTY OF DALLAS I

On this 16th day of Nov., A.D., 1973, before me personally appeared W. G. PEAVY, 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 16th day of Nov, A.D., 1973.

(Seal)

Eleanor Randell
Notary Public

My Commission expires: 6-1-75

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK
WY-893 4-136 WY-1332	Charles F. Alexander and June A. Alexander, husband and wife, of Daniel, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-10-67	T. 34 N., R. 111 W., 6th PM Sec. 27: SW¼ Sec. 34: NW¼	41
WY-897 4-135 WY-1331	J. T. McLoughlin, also known as James T. McLoughlin, and Alice P. McLoughlin, husband and wife	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-8 -67	T. 35 N., R. 111 W., 6th PM Sec. 28: SW¼, Less all of the East thirty (30) feet of the E½SW¼ Sec. 29: SE¼, E½SW¼ Sec. 32: NE¼, NW¼SE¼ Sec. 33: NW¼, E½SW¼, Less all of the East thirty (30) feet of the E½W½	41
WY-901 3-24 WY-1202	W. D. Alexander and Dorothy Alexander, husband and wife, of Cora, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-5-67	T. 35 N., R. 110 W., 6th PM Sec. 8: N½NE¼, SE¼NE¼, NE¼SE¼ Sec. 9: SW¼SW¼	41
WY-904 4-134 WY-1330-E	James And Koch, Inc., A corporation, Daniel, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-11-67	T. 33 N., R. 111 W., 6th PM Sec. 3: Lots 3,4, S½NW¼, SW¼ Sec. 4: Lots 1,2, S½NE¼, SE¼ T. 34 N., R. 111 W., 6th PM Sec. 28: E½ Sec. 33: E½ Sec. 34: SW¼	41

et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
~~906-A~~ 133 1330-1	Boyd Kelly, also known as Boyd C. Kelly, and Patricia L. Kelly, husband and wife, Santa Ynez, California	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-11-67	T. 33 N., R. 111 W., 6th PM Sec. 3: Lots 3,4, S½NW¼, SW¼ Sec. 4: Lots 1,2, S½NE¼, SE¼ T. 34 N., R. 111 W., 6th PM Sec. 28: E½ Sec. 33: E½ Sec. 34: SW¼	41	338
~~906~~ 132 1329-2	John A. May, a single man, Daniel, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-8-67	T. 35 N., R. 111 W., 6th PM Sec. 6: Lots 6,7, SE¼SW¼ Sec. 7: Lot 1, NE¼NW¼ T. 35 N., R. 112 W., 6th PM Sec. 1: SE¼NE¼, E½SE¼	41	340
~~906-A~~ 131 1324-1	Margaret C. McDole, a widow; Emeline McDole Ellis, formerly Emeline McDole, and C. D. Ellis, her husband, 7615 Normal Ave., La Mesa, California	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-8-67	T. 35 N., R. 111 W., 6th PM Sec. 6: Lots 6,7, SE¼SW¼ Sec. 7: Lot 1, NE¼NW¼ T. 35 N., R. 112 W., 6th PM Sec. 1: SE¼NE¼, E½SE¼	41	339
1-908 130 1328	Mack V. Smith, also known as M. V. Smith and Hazel Smith, husband and wife, of Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-13-67	T. 31 N., R. 111 W., 6th PM Sec. 11: SW¼ Sec. 14: N½NW¼, SW¼NW¼ Sec. 15: SE¼NE¼, NW¼	41	307

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK
WY-1509 4-129 BM - 1321-1	Newcomb Land and Cattle Company, Inc., a Wyoming Corporation, of Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-13-67	T. 31 N., R. 111 W., 6th PM Sec. 1: Lots 3,4, S½NW¼, SW¼ except 1 acre in SE¼SW¼ deeded to School District No. 18 as shown by deed recorded in Book 6 at Page 306, Sublette County, Wyoming Sec. 2: Lots 1,2,3,4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Sec. 11: N½NE¼ Sec. 12: N½NW¼ except 1 acre in NE¼NW¼ deeded to School District No. 18 by deed recorded in Book 6 at Page 306, Sublette County, Wyoming. T. 32 N., R. 111 W., 6th PM Sec. 26: SW¼SW¼ Sec. 27: S½NE¼, SE¼ Sec. 34: NE¼ Sec. 35: W½, W½E½, E½SE¼, SE¼NE¼ T. 33 N., R. 111 W., 6th PM Sec. 5: W½SW¼, SE¼SW¼, SW¼SE¼ Sec. 6: Lots 5,6, SE¼NW¼, S½NE¼, NE¼SW¼, SE¼ Sec. 8: N½NE¼, NE¼NW¼	41
WY-1509-A 4-128 BM - 1330-2	Daniel Michel Ball, a/k/a Daniel M. Ball and Carolyn C. Ball, husband & wife, of 735 Wayne Street, Pocatello, Idaho; John Woodrow Ball, a/k/a John W. Ball & Jean M. Ball, husband & wife; Nellie Elizabeth Ball Bischoff, a/k/a Nellie Elizabeth Bischoff & Markus E. Bischoff, her husband; Helen Josephine Ball LaBass, a widow; Delbert J. Arthur, a widower	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-15-67	T. 33 N., R. 111 W., 6th PM Sec. 5: Lots 1,2,3,4, S½N½, S½ Sec. 6: Lots 5,6, S½NE¼, SE¼NW¼, NE¼SW¼, SE¼ Sec. 8: N½NE¼, NE¼NW¼ T. 34 N., R. 111 W., 6th PM Sec. 31: E½SE¼ Sec. 32: SW¼, S½SE¼	41

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October [illegible] between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

TRACT NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
~~T1-910~~ 4-127 -1326	Robert E. Lozier and Gloria A. Lozier, husband and wife, of Pinedale, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 35 N., R. 110 W., 6th PM Sec. 17: E½E½	41	403
~~T1-911~~ 4-126 -1325	Mildred Mickelson Miller, also known as Mildred M. Miller, and Robert L. Miller her husband, Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 34 N., R. 111 W., 6th PM Sec. 25: SE¼, E½SW¼, W½SW¼ Sec. 26: S½ Sec. 27: W½SE¼, SE¼SE¼ Sec. 34: N½NE¼ Sec. 35: NE¼, E½NW¼, NW¼NW¼, N½SE¼ Sec. 36: N½	41	336
~~T1-912~~ 4-125 -1324	Robert L. Miller and Mildred M. Miller, husband and wife, Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 33 N., R. 111 W., 6th PM Sec. 4: Lots 3,4, S½NW¼, SW¼ T. 34 N., R. 111 W., 6th PM Sec. 28: S½NW¼, SW¼ Sec. 29: NW¼NE¼, S½NE¼, W½, SE¼ Sec. 30: SE¼SE¼ Sec. 31: NE¼NE¼ Sec. 32: N½, N½SE¼ Sec. 33: W½ T. 36 N., R. 112 W., 6th PM Sec. 14: E½NE¼ T. 34 N., R. 111 W., 6th PM Sec. 7: Lot 1, NE¼NW¼ T. 35 N., R. 111 W., 6th PM Sec. 32: NE¼NW¼, S½NW¼, N½SW¼, SW¼SW¼	41	370
~~T1-913~~ 4-124 -1323	Robert L. Miller and Mildred M. Miller, husband and wife, Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 31 N., R. 111 W., 6th PM Sec. 11: S½NE¼, SE¼ Sec. 12: S½, S½N½ Sec. 13: N½N½	41	335

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-914 4-122 BY-1322-2	Martin D. Wardell and Alice E. Wardell, husband and wife, P. O. Box 98, Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 33 N., R. 112 W., 6th PM Sec. 28: SE¼NE¼, E½SE¼ Sec. 33: E½E½, SW¼NE¼, N½SW¼, SE¼SW¼, W½SE¼ Sec. 34: NW¼, SW¼NE¼, N½S½	41	3
WY-915 4-123 BY-1322-1	Patrick Johnson and Corinne Johnson, husband and wife, of Pinedale, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 33 N., R. 112 W., 6th PM Sec. 28: SE¼NE¼, E½SE¼ Sec. 33: E½E½, SW¼NE¼, N½SW¼, SE¼SW¼, W½SE¼ Sec. 34: NW¼, SW¼NE¼, N½S½	41	32
WY-917 4-109 BY-1305-1	Boyd Kelly, also known as Boyd C. Kelly, and Patricia L. Kelly, husband and wife, Santa, Ynez, California	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-11-67	T. 34 N., R. 111 W., 6th PM Sec. 19: Lot 4 Sec. 30: Lots 1,2,3, E½NW¼, NE¼SW¼ T. 34 N., R. 112 W., 6th PM Sec. 1: W½SW¼ Sec. 2: Lots 3,4, S½N½, N½S½, S½SW¼, SE¼SE¼ Sec. 3: Lots 1,2,3, S½NE¼, SE¼NW¼, SW¼, W½SE¼, SE¼SE¼ Sec. 11: W½NE¼, NW¼, W½SW¼ Sec. 24: W½SW¼, S½SE¼ Sec. 25: N½, N½S½, SW¼SE¼ T. 35 N., R. 112 W., 6th PM Sec. 34: SW¼NE¼, S½NW¼, S½ Sec. 35: W½SW¼	41	405

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October [illegible], 1967 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

CASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
~~317-A~~ 4-139 W-1309-2	James Brothers Cattle Company A Co-Partner ship, composed of Hazel James, Frances James, Warren G. Koch, Carroll James and Lois Koch and J. David James, Daniel, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-11-67	T. 34 N., R. 111 W., 6th PM Sec. 19: Lot 4 Sec. 30: Lots 1,2,3, E½NW¼, NE¼SW¼ T. 34 N., R. 112 W., 6th PM Sec. 1: W½SW¼ Sec. 2: Lots 3,4, S½N½, N½S½, S½SW¼, SE¼SE¼ Sec. 3: Lots 1,2,3, S½NE¼, SE¼NW¼, SW¼, W½SE¼, SE¼SE¼ Sec. 11: W½NE¼, NW¼, W½SW¼ Sec. 24: W½SW¼, S½SE¼ Sec. 25: N½, N½S½, SW¼SE¼ T. 35 N., R. 112 W., 6th PM Sec. 34: SW¼NE¼, S½NW¼, S½ Sec. 35: W½SW¼	41	419
~~318~~ 4-121 W-1321	Jewett Land and Livestock Co. a corporation, of Big Piney, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-24-67	T. 32 N., R. 111 W., 6th PM Sec. 22: SW¼, SW¼SE¼ Sec. 25: W½NW¼, N½SW¼, SE¼SW¼ Sec. 26: NE¼, N½SE¼, SE¼SW¼, N½SW¼, SW¼NW¼ Sec. 27: W½, N½NE¼ Sec. 28: NE¼NE¼, S½NE¼, NE¼SE¼	41	359
~~319~~ 4-120 W-2185	Myron M. Baker, a single man; Alvin B. Pearson, Jr., and Lillian I. Pearson, husband and wife, Daniel, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-17-67	T. 34 N., R. 111 W., 6th PM Sec. 19: Lots 1,2,3, E½SW¼, W½SE¼, SE¼SE¼ Sec. 30: N½SE¼, NE¼, less a tract described as follows: Commencing at a point 1900 feet north of and 70.60 feet west of the E¼ corner of Section 30. T34N-R111W, 6th PM, Wyoming; thence North 208.70 feet; thence West 208.70 feet; thence South 208.70 feet; thence East 208.70 feet to the point of beginning, and containing one acre known as the site of Old Fort Bonneville.	41	373

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY1-922 4-119 WY-1319-1	R. J. Travelute, also known as Robert J. Travelute, and Bee Travelute, husband and wife; and A. W. Travelute and Violet M. Travelute, husband and wife, Daniel, Wyoming	Erving Wolf, 308 Lincoln Tower Building, Denver, Colorado	4-18-67	T. 34 N., R. 111 W., 6th PM Sec. 34: S½NE¼, SE¼ Sec. 35: SW¼NW¼, W½SW¼, less a certain tract or parcel of land bounded and described as follows: Beginning on a point which bears West 75 feet distance from the southeast corner of the SW¼SW¼, Section 35, TWP. 34 North, Range 111 W, 6th PM, and running thence West 320 feet; thence North 150 feet; thence East 320 feet; thence South, 150 feet to the point of beginnnig, containing 1.1 acres, more or less. T. 33 N., R. 111 W., 6th PM Sec. 2: SW¼NW¼, W½SW¼, Lot 4 Sec. 3: Lots 1,2, S½NE¼, SE¼ Excepting from the above described lands in Sections 2 and 3 those certain tracts described by metes and bounds and excluded from the lands conveyed at Book 30 of Oil and Gas Lease records, Page 103 of the records of the County Clerk, Sublette County, Wyoming	41	4

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
1736	Orin L. Robinson, a single man	International Nuclear Corporation	4/2/69	T. 37 N., R. 112 W., 6th P.M. Sec. 19: Lot 4 T. 37 N., R. 113 W., 6th P.M. Sec. 24: S½SE¼, S½N½SE¼	42	475
1737	W. L. Bain, a single man	International Nuclear Corporation	4/3/69	T. 35 N., R. 112 W., 6th P.M. Sec. 7: SE¼NE¼ Sec. 8: SW¼NE¼, N½S½, SE¼SE¼ Sec. 9: W½SW¼, SE¼SW¼	42	512
1739-A	Ralph Eugene Pfisterer and Ellanora Pfisterer, individually and as husband and wife	International Nuclear Corporation	4/2/69	T. 37 N., R. 112 W., 6th P.M. Sec. 30: Lots 1,2, NE¼NW¼	42	547
1740	Lester Pape and Mary Pape, individually and as husband and wife; (Mary Pape aka Mary H. Pape) Lester Pape and Son Ranches, Inc., a corporation	International Nuclear Corporation	4/1/69	T. 34 N., R. 111 W., 6th P.M. Sec. 4: Lots 1,2,3,4, S½N½, N½S½, S½SE¼, SE¼SW¼ Sec. 5: Lots 1,2,3,4, S½N½, N½SE¼, NE¼SW¼ Sec. 9: N½N½ T. 35 N., R. 111 W., 6th P.M. Sec. 33: E½, the east 30 feet of E½W½, W½SW¼ Sec. 32: E½SE¼, SW¼SE¼, SE¼SW¼ T. 36 N., R. 112 W., 6th P.M. Sec. 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼	42	473

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
WY-1741 3-17 WY-1197	Jake Pfisterer aka John Pfisterer and Mary Pfisterer, individually and as husband and wife	International Nuclear Corporation	3/28/69	T. 37 N., R. 112 W. Sec. 18: E½SW¼, W½SE¼, Lot 3 Sec. 19: W½NE¼, NW¼SE¼, S½SE¼, NE¼SW¼, W½NW¼ T. 37 N., R. 113 W. Sec. 13: S½NE¼, N½SE¼	42	471
WY-1759 3-145 WY-1327-1	Newcomb Land and Cattle Company, Inc., a Wyoming Corporation	International Nuclear Corporation	4/21/69	T. 33 N., R. 111 W. Sec. 6: Lot 4 Sec. 8: NW¼NW¼	42	514
WY-1759-A 3-58 WY-1336-2	Daniel M. Ball and Carolyn C. Ball, husband & wife; John W. Ball and Jean M. Ball, husband and wife; Nellie Elizabeth Ball Bischoff & Markus E. Bischoff, wife and husband, Helen Josephine Ball La Bass, a widow; Delbert J. Arthur, a widower	International Nuclear Corporation	5/26/69	T. 33 N., R. 111 W. Sec. 6: Lot 4 Sec. 8: NW¼NW¼	44	123
WY-1772 4-153 WY-1343	Robert L. Miller and Mildred M. Miller, individually and as husband and wife	International Nuclear Corporation	4/21/69	T. 31 N., R. 110 W., 6th P.M. Sec. 7: Lots 3,4, SE¼SW¼ Sec. 18: Lot 1, NE¼NW¼, W½NE¼, SE¼NE¼, NE¼SE¼ Sec. 20: NE¼NW¼, NW¼NE¼	42	549

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated October 1, 1973 between Oil and Gas Futures, Inc. of Texas, et al, Assignors, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Lease No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
[illegible]	Robert L. Miller and Mildred M. Miller, individually and as husband and wife	International Nuclear Corporation	4/21/69	T. 36 N., R. 112 W. Sec. 11: E½E½ Sec. 12: W½SW¼, SW¼NW¼, and that portion of the E½W½ and NW¼NW¼ lying west of highway #187 containing 132 acres Sec. 13: W½NW¼, SW¼, and that portion of the E½NW¼ lying west of highway #187 containing 70 acres T. 35 N., R. 112 W. Sec. 8: N½NW¼, SW¼NW¼	42	551
[illegible]	Alvin B. Pearson, Jr., et ux	Erving Wolf	4/17/67	T. 34 N., R. 111 W., 6th P.M. Sec. 31: E½SE¼ Sec. 32: S½SE¼, SW¼ T. 33 N., R. 111 W., 6th P.M. Sec. 5: Lots 1,2,3,4, S½N½, N½SE¼, SE¼SE¼, NE¼SW¼	41	368

273

Abstract Book 57 pg 35

Wyoming Standard Form

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 15th day of November, 19 73, between

MIRIAM J. BARLOW, A WIDOW

Lessor (whether one or more) whose address is Cora, Wyoming 82925

and TEXACO Inc., a Delaware Corporation, Lessee,

whose address is P.O. Box 2100, Denver, Colorado 80201

WITNESSETH:

1. Lessor in consideration of Ten and No/100 * * * * * * * * * * * * * * ($10.00 * * * * * * * * * * * * * * *) in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil, gas, distillate, sulphur and other minerals, (except coal), injecting salt water, other fluids, and gas, into subsurface strata, storing minerals and fluids, laying pipe lines, dredging canals, building, maintaining and using roads, bridges, docks, tanks, powers, stations, telephone and electric transmission lines, and other structures and facilities including houses for employees, necessary for producing, saving, caring for, treating, processing, and transporting minerals and conducting said operations, the following described land in Sublette County, Wyoming, (thereby relinquishing and waiving, so far as this lease is concerned, all rights under and by virtue of the homestead exemption laws of said state) to wit:

Township 30 North, Range 112 West
Section 20: $E\frac{1}{2}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 22: $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 29: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

RECORDED January 7 19 74 9:24 AM
IN BOOK 50 Oil & Gas PAGE 338
FEES $3.00 Laura P. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Laura J. Clarke Deputy

Paragraph #14: Lessee's rights and privileges granted by this lease do not include the right to detonate a nuclear explosive device in the leased premises.

139958

including, in addition to the above-described land, any and all minerals underlying lakes, streams, roads, easements, and rights of way which traverse, adjoin, or are contiguous to, said lands, which minerals are owned or claimed by Lessor, or rights to which minerals may hereafter be established in Lessor. For determining the amount of any money payment hereunder the leased premises shall be treated as comprising 1560.00 acres, whether there be more or less. The word "mineral" as used in this lease includes oil, gas, distillate, sulphur and any other mineral, whether similar or dissimilar, unless the context clearly requires a different meaning. The word "gas" as used herein shall be construed to cover and embrace any and all kinds of gas, including helium gas and carbon dioxide, produced or producible from beneath the surface of the leased premises.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Five years from this date (hereinafter called "primary term"), and as long thereafter as oil, gas, distillate, sulphur or other mineral is produced hereunder, or any operation is conducted, any payment is made, or any condition exists, which as hereinafter provided continues this lease in force.

3. The royalties reserved by Lessor, and which shall be paid by Lessee, are, (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other product, the market value at the wells of one-eighth (1/8th) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8th) of the amount realized from such sale; (c) on sulphur mined and marketed, One Dollar ($1.00) per long ton (2240 lbs.); (d) on all other minerals mined and marketed, one-tenth (1/10th) of the current market price at the wells or mine. During any period (whether before or after the expiration of the primary term hereof) while there is a gas well or wells completed hereunder and gas is not being sold or used and the well or wells are shut in and there is no current production or operations on said leased premises sufficient to keep this lease in force, Lessee may pay or tender as royalty an amount (which shall be the same regardless of the number of shut in wells) per year, equal to the annual rental hereafter provided, and it will be considered that gas is being produced, for all purposes of this lease during any period for which such payment is made or tendered; such amount for the first year to be payable within ninety (90) days following the shutting in of the first well, or, if this lease is then otherwise being maintained in force, within ninety days following a cessation of production or operations and for subsequent periods annually in advance thereafter. Each such royalty payment or tender may be paid by check or draft of Lessee to the parties entitled to receive royalties in the same manner as provided for "rental" payments under Paragraph Four (4) hereof. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

4. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in Walker Bank & Trust Company, Foothill Office, Account No. 16263-3 Bank at Salt Lake City, Utah, or any successor bank, the sum of One Thousand Five Hundred Sixty and No/100 * * * * Dollars ($1560.00 * * * * * * *), hereinafter called "rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Drilling operations or mining operations referred to in this paragraph or elsewhere in this lease, shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral on the leased premises Lessee should drill a dry hole thereon, or fail in any exploratory attempt to establish production hereunder, this lease shall not be terminated thereby if Lessee commences further drilling operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty days following completion of the dry hole, or failure of such exploratory attempt, or, if there be no such rental-paying date, commences further drilling operations or mining operations before the expiration of the primary term; provided, however, that if at any time within sixty (60) days prior to the expiration of the primary term, Lessee shall complete a dry hole, this lease shall continue in force and effect sixty (60) days from the date of such completion. If at the expiration of the primary term or at the expiration of the sixty-day period provided for in the preceding sentence no mineral is being produced on the leased premises but Lessee is then engaged in drilling operations, reworking operations, or mining operations thereon, this lease shall remain in force so long as drilling operations, reworking operations, or mining operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if they result in the production of a mineral, so long thereafter as any mineral is produced hereunder from the leased premises. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling operations, reworking operations, or mining operations, on one well or mine and the commencement of drilling operations, reworking operations, or mining operations on the same or another well or mine. If at any time after the discovery of any mineral the production thereof, and also of the other discovered mineral or minerals, if any, should cease from any cause, this lease shall not be terminated thereby if within sixty (60) days thereafter production of any mineral or minerals is restored or Lessee commences drilling operations, reworking operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty (60) days following such cessation of production.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. Any structures and facilities placed on the leased premises by Lessee for operations thereon and any well or wells on the leased premises drilled or used for the injection of salt water, other fluids, or gas, may also be used for Lessee's operations on other lands in the field. Any existing roads, or any roads constructed on or across the leased premises for operations thereon may be used to service Lessee's operations on other lands in the field.

7. Lessee is hereby granted the right and power, to be exercised at its option at any time or times, to pool or combine the acreage covered by this lease, or any portion thereof or any undivided interest covered thereby, as to oil and gas, or either of them, with other land, lease or leases, or any portion thereof, as to whole or undivided interests therein and regardless of ownership thereunder, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop and operate said leased premises. Units pooled for oil hereunder shall not exceed 40 acres each in-area, plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that if governmental authority, State or Federal, prescribes, allows or permits larger spacing or proration units for the development or operation of the field in which the unit is located or allocates a producing allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed, allowed or permitted or that may be used in such allocation or allowable. Any unit formed hereunder need not conform in size or area to any other unit; and units may be created hereunder to embrace all strata or any stratum or strata. The pooling in one or more instances shall not exhaust the rights of Lessee hereunder to pool this lease or portions thereof into other units or to reform units. Lessee shall file for record in the county where the unit is situated a written designation and description of each unit formed or reformed hereunder, and such instrument shall specify the effective date of the unit. Lessee wholly at its option may exercise its pooling option either before or after commencing operations for or completing an oil or gas well on acreage included in the unit, and any unit may include, but is not required to include, land or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Operations upon or production from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations were commenced or such production was secured before or after the execution of this lease, or the instrument designating the pooled unit, shall be considered as operations upon or production from the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes as if the same were included in this lease, except that the royalty on production from the unit shall be as below provided. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such portion of the royalty stipulated in Paragraph 3 above as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be minerals, royalty, overriding royalty, or leasehold interests in lands

[redacted] [redacted] [redacted] [redacted] county in which the leased premises are situated whether before drilling operations are commenced or after the completion of a dry hole or the cessation of production on said operations on said unit, as the case may be. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing, and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing, and not from an oil pooled unit.

8. The rights of either party hereunder may be assigned or subleased in whole or in part and the provisions hereof shall extend to their heirs, successors, sublessees, and assigns. However, no change or division in ownership of the lands, rentals, or royalties, shall enlarge the obligations or diminish the rights of Lessee. No change or division in such ownership shall be binding on Lessee until ninety (90) days after the Lessee shall have been furnished by registered or certified mail with the original or a certified copy of the recorded instrument or instruments evidencing same. In the event of assignment or sublease hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof or of an interest therein who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the authorized depository bank to the credit of the estate of the deceased until such time as Lessee is furnished proper evidence of the appointment and qualifications of an executor or administrator of the estate or, if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs or devisees of the deceased. In event of assignment or sublease of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners (including sublessees).

9. Lessee may at any time, and from time to time, execute and deliver or mail to Lessor or place of record a release covering all or any portion of the leased premises, and thereupon shall be relieved of all obligations as to the acreage surrendered. After a release of this lease as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by each such release.

10. In the event Lessor, either before or after production has been secured, considers that Lessee has failed to perform or to comply with any of the expressed or implied obligations of this agreement, Lessor shall notify Lessee in writing alleging specifically the respects in which Lessor considers Lessee has so failed to perform or comply, and Lessee shall have ninety days after receipt of any such notice within which to remedy or commence to remedy, any such default so alleged by Lessor. The delivery of said notice to Lessee and the lapse thereafter of ninety days shall be precedent to the bringing of any action by Lessor under this agreement. Neither the delivery of any such notice nor the performance thereafter by Lessee of any act aimed to remedy any default alleged by Lessor in any said notice shall be deemed an admission or presumption that Lessee is in default as to such obligation and there shall be no cancellation of this agreement, in whole or in part, for failure by Lessee to remedy or commence to remedy any default alleged by Lessor until the existence of such default by Lessee has been finally declared judicially and until a reasonable time thereafter has been allowed to remedy such default. In case of termination, forfeiture or cancellation of this lease for any cause, Lessee shall be entitled to retain hereunder any well or mine, together with all acreage allocated thereto under well spacing program based upon the maximum area such well or mine may be expected to drain.

11. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, difference with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend the title to said land and minerals to the extent of the interest purported to be covered by this lease. If Lessor owns less interest than the entire fee or mineral estate (even though this lease purports to cover only such lesser interest) the rentals and royalties to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge any tax, mortgage, or other lien upon said land either in whole or in part, and thereby be subrogated to such lien with the right to enforce same and apply rentals and royalties toward satisfying same.

13. This lease may be executed in any number of counterparts and each such counterpart so executed shall have the same force and effect as an original instrument. Should any one or more of the parties above named as Lessor fail to execute this lease or any counterpart thereof, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease means the party or parties who execute this as Lessor, although not named above.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Miriam J. Barlow

SSN 520-46-8356

Miriam J. Barlow

Lessor

STATE OF WYOMING }
COUNTY OF ~~SUBLETTE~~ } ss.

The foregoing instrument was acknowledged before me this 15th day of November, 1973

Witness my hand and official seal.

Notary Public

My ~~Commission~~ Term Expires 1-6-75.

STATE OF WYOMING }
COUNTY OF _____ } ss.

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

Witness my hand and official seal.

Notary Public

My Commission Expires _____.

OIL, GAS AND MINERAL LEASE

FROM

.....

.....

.....

.....

TO

.....

.....

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

I hereby certify that this instrument was filed for record in my office at .....

o'clock ..... *M.,* ....., *19*.....

and is duly recorded in book.....

page.....

.....

Recorder

By .....

Deputy

Fees, $ .....

Return to

310

Rec'd 12:37 pg 35

OIL GAS AND MINERAL LEASE

THIS AGREEMENT, made this 15th day of November, 19 73, between

JOHN PERRY BARLOW, A SINGLE MAN

Lessor (whether one or more) whose address is Cora, Wyoming 82925,

and TEXACO Inc., a Delaware Corporation, Lessee,

whose address is P.O. Box 2100, Denver, Colorado 80201

WITNESSETH:

1. Lessor in consideration of Ten and No/100 * * * * * * * * * * * * * * * * ($ 10.00 * * * * * * * * * * * * * * * *) in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil, gas, distillate, sulphur and other minerals, (except coal), injecting salt water, other fluids, and gas, into subsurface strata, storing minerals and fluids, laying pipe lines, dredging canals, building, maintaining and using roads, bridges, docks, tanks, powers, stations, telephone and electric transmission lines, and other structures and facilities including houses for employees, necessary for producing, saving, caring for, treating, processing, and transporting minerals and conducting said operations, the following described land in Sublette County, Wyoming, (hereby relinquishing and waiving, so far as this lease is concerned, all rights under and by virtue of the homestead exemption laws of said state) to wit:

Township 30 North, Range 112 West
Section 20: $E\frac{1}{2}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 22: $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 29: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

RECORDED January 7 19 74 9:00 A M
IN BOOK 5 Oil & Gas PAGE 340
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy Gabbert Deputy

139859

Paragraph #14: Lessee's rights and privileges granted by this lease do not include the right to detonate a nuclear explosive device in the leased premises.

including, in addition to the above-described land, any and all minerals underlying lakes, streams, roads, easements, and rights of way which traverse, adjoin, or are contiguous to, said lands, which minerals are owned or claimed by Lessor, or rights to which minerals may hereafter be established in Lessor. For determining the amount of any money payment hereunder the leased premises shall be treated as comprising 1560.00 acres, whether there be more or less. The word "mineral" as used in this lease includes oil, gas, distillate, sulphur and any other mineral, whether similar or dissimilar, unless the context clearly requires a different meaning. The word "gas" as used herein shall be construed to cover and embrace any and all kinds of gas, including helium gas and carbon dioxide, produced or producible from beneath the surface of the leased premises.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ Five years from this date (hereinafter called "primary term"), and as long thereafter as oil, gas, distillate, sulphur or other mineral is produced hereunder, or any operation is conducted, any payment is made, or any condition exists, which as hereinafter provided continues this lease in force.

3. The royalties reserved by Lessor, and which shall be paid by Lessee, are, (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other product, the market value at the wells of one-eighth (1/8th) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8th) of the amount realized from such sale; (c) on sulphur mined and marketed, One Dollar ($1.00) per long ton (2240 lbs.); (d) on all other minerals mined and marketed, one-tenth (1/10th) of the current market price at the wells or mine. During any period (whether before or after the expiration of the primary term hereof) while there is a gas well or wells completed hereunder and gas is not being sold or used and the well or wells are shut in and there is no current production or operations on said leased premises sufficient to keep this lease in force, Lessee may pay or tender as royalty an amount (which shall be the same regardless of the number of shut in wells) per year, equal to the annual rental hereafter provided, and it will be considered that gas is being produced, for all purposes of this lease during any period for which such payment is made or tendered; such amount for the first year to be payable within ninety (90) days following the shutting in of the first well, or, if this lease is then otherwise being maintained in force, within ninety days following a cessation of production or operations, and for subsequent periods annually in advance thereafter. Each such royalty payment or tender may be paid by check or draft of Lessee to the parties entitled to receive royalties in the same manner as provided for "rental" payments under Paragraph Four (4) hereof. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

4. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in Rock Springs National Bank Bank at Rock Springs, Wyoming, or any successor bank, the sum of One Thousand Five Hundred Sixty and No/100 * * * * Dollars ($ 1560.00 * * * * * * *), hereinafter called "rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Drilling operations or mining operations referred to in this paragraph or elsewhere in this lease, shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral on the leased premises Lessee should drill a dry hole thereon, or fail in any exploratory attempt to establish production hereunder, this lease shall not be terminated thereby if Lessee commences further drilling operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty days following completion of the dry hole, or failure of such exploratory attempt, or, if there be no such rental-paying date, commences further drilling operations or mining operations before the expiration of the primary term; provided, however, that if at any time within sixty (60) days prior to the expiration of the primary term, Lessee shall complete a dry hole, this lease shall continue in force and effect sixty (60) days from the date of such completion. If at the expiration of the primary term or at the expiration of the sixty-day period provided for in the preceding sentence no mineral is being produced on the leased premises but Lessee is then engaged in drilling operations, reworking operations, or mining operations thereon, this lease shall remain in force so long as drilling operations, reworking operations, or mining operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if they result in the production of a mineral, so long thereafter as any mineral is produced hereunder from the leased premises. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling operations, reworking operations, or mining operations, on one well or mine and the commencement of drilling operations, reworking operations, or mining operations on the same or another well or mine. If at any time after the discovery of any mineral the production thereof, and also of the other discovered mineral or minerals, if any, should cease from any cause, this lease shall not be terminated thereby if within sixty (60) days thereafter production of any mineral or minerals is restored or Lessee commences drilling operations, reworking operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty (60) days following such cessation of production.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. Any structures and facilities placed on the leased premises by Lessee for operations thereon and any well or wells on the leased premises drilled or used for the injection of salt water, other fluids, or gas, may also be used for Lessee's operations on other lands in the field. Any existing roads, or any roads constructed on or across the leased premises for operations thereon may be used to service Lessee's operations on other lands in the field.

7. Lessee is hereby granted the right and power, to be exercised at its option at any time or times, to pool or combine the acreage covered by this lease, or any portion thereof or any undivided interest covered thereby, as to oil and gas, or either of them, with other land, lease or leases, or any portion thereof, as to whole or undivided interests therein and regardless of ownership thereunder, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop and operate said leased premises. Units pooled for oil hereunder shall not exceed 40 acres each in area, plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that if governmental authority, State or Federal, prescribes, allows or permits larger spacing or proration units for the development or operation of the field in which the unit is located or allocates a producing allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed, allowed or permitted or that may be used in such allocation or allowable. Any unit formed hereunder need not conform in size or area to any other unit; and units may be created hereunder to embrace all strata or any stratum or strata. The pooling in one or more instances shall not exhaust the rights of Lessee hereunder to pool this lease or portions thereof into other units or to reform units. Lessee shall file for record in the county where the unit is situated a written designation and description of each unit formed or reformed hereunder, and such instrument shall specify the effective date of the unit. Lessee wholly at its option may exercise its pooling option either before or after commencing operations for or completing an oil or gas well on acreage included in the unit, and any unit may include, but is not required to include, land or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Operations upon or production from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations were commenced or such production was secured before or after the execution of this lease, or the instrument designating the pooled unit, shall be considered as operations upon or production from the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes as if the same were included in this lease, except that the royalty on production from the unit shall be as below provided. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such portion of the royalty stipulated in Paragraph 3 above as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be minerals, royalties, or leasehold interests in lands within the unit which are not effectively pooled or unitized.

[redacted] [redacted] [redacted]

which the land which are not effectively pooled or unitized. Any unit established by Lessee hereunder may be dissolved by Lessee at any time by instrument filed for record in the county in which the leased premises are situated whether before drilling operations are commenced or after the completion of a dry hole or the cessation of production on said unit. Lessee may vary the size or shape of any unit established hereunder to conform to any well spacing or proration unit established for the field or area by any governmental authority, or to obtain the maximum allowable for any well to be drilled, drilling or producing on such unit under any governmental rule or order. Operations conducted on any part of a unit shall be considered for all purposes except the payment of royalty, operations conducted for the purpose of maintaining this lease in force as to all of the land covered hereby, whether or not any well be situated on the land covered by this lease, and whether or not such operations are conducted during the primary term. The entire acreage within a unit shall be treated for all purposes except the payment of royalty as if it were covered by this lease and operations conducted thereon, except that the royalty shall be paid only on the portion of production allocated to the land covered by this lease and included in the unit. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing, and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing, and not from an oil pooled unit.

8. The rights of either party hereunder may be assigned or subleased in whole or in part and the provisions hereof shall extend to their heirs, successors, sublessees, and assigns. However, no change or division in ownership of the lands, rentals, or royalties, shall enlarge the obligations or diminish the rights of Lessee. No change or division in such ownership shall be binding on Lessee until ninety (90) days after the Lessee shall have been furnished by registered or certified mail with the original or a certified copy of the recorded instrument or instruments evidencing same. In the event of assignment or sublease hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof or of an interest therein who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the authorized depository bank to the credit of the estate of the deceased until such time as Lessee is furnished proper evidence of the appointment and qualifications of an executor or administrator of the estate or, if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs or devisees of the deceased. In event of assignment or sublease of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners (including sublessees).

9. Lessee may at any time, and from time to time, execute and deliver or mail to Lessor or place of record a release covering all or any portion of the leased premises, and thereupon shall be relieved of all obligations as to the acreage surrendered. After a release of this lease as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by each such release.

10. In the event Lessor, either before or after production has been secured, considers that Lessee has failed to perform or to comply with any of the expressed or implied obligations of this agreement, Lessor shall notify Lessee in writing alleging specifically the respects in which Lessor considers Lessee has so failed to perform or comply, and Lessee shall have ninety days after receipt of any such notice within which to remedy or commence to remedy, any such default so alleged by Lessor. The delivery of said notice to Lessee and the lapse thereafter of ninety days shall be precedent to the bringing of any action by Lessor under this agreement. Neither the delivery of any such notice nor the performance thereafter by Lessee of any act aimed to remedy any default alleged by Lessor in any said notice shall be deemed an admission or presumption that Lessee is in default as to such obligation and there shall be no cancellation of this agreement, in whole or in part, for failure by Lessee to remedy or commence to remedy any default alleged by Lessor until the existence of such default by Lessee has been finally declared judicially and until a reasonable time thereafter has been allowed to remedy such default. In case of termination, forfeiture or cancellation of this lease for any cause, Lessee shall be entitled to retain hereunder any well or mine, together with all acreage allocated thereto under a well spacing program based upon the maximum area such well or mine may be expected to drain.

11. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend the title to said land and minerals to the extent of the interest purported to be covered by this lease. If Lessor owns less interest than the entire fee or mineral estate (even though this lease purports to cover only such lesser interest) the rentals and royalties to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge any tax, mortgage, or other lien upon said land either in whole or in part, and thereby be subrogated to such lien with the right to enforce same and apply rentals and royalties toward satisfying same.

13. This lease may be executed in any number of counterparts and each such counterpart so executed shall have the same force and effect as an original instrument. Should any one or more of the parties above named as Lessor fail to execute this lease or any counterpart thereof, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease means the party or parties who execute this as Lessor, although not named above.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

John Perry Barlow

SSN 520-50-1362

Lessor

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

The foregoing instrument was acknowledged before me this 15th day of November, 1973.

Witness my hand and official seal.

Elmer R Clark
Notary Public County Clerk

My ~~Commission~~ Term Expires 1-6-75.

STATE OF WYOMING }
COUNTY OF _____ } ss.

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

Witness my hand and official seal.

_____
Notary Public

My Commission Expires _____.

No. _____

OIL, GAS AND MINERAL LEASE

FROM

_____

_____

_____

TO

_____

_____

_____

STATE OF WYOMING }
County of _____ } ss.

I hereby certify that this instrument was filed for record in my office at _____ *o'clock* _____ *M.,* _____, 19__ *and is duly recorded in book* _____ *page* _____

_____
Recorder

By _____
Deputy

Fees, $ _____

Return to

Lease No. 606494

CORRECTION OF LEASE DESCRIPTION

WHEREAS, on the 28th day of March, 1973, a certain oil and gas lease was executed by Gordon Mickelson and Margaret Mickelson, husband and wife, as lessors, to Amoco Production Company and _____ as lessees, recorded in Book 49 O&G /, at Page 248, of the County Records of Sublette County, Wyoming, covering the following described lands situated in said County and State, 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
Section 29: NE/4 SW/4
containing 1,080.00 acres, more or less.

AMOCO PRODUCTION COMPANY being now the legal owner and holder of said oil and gas lease and all rights thereunder; and

WHEREAS, it is the desire of the undersigned lessors to amend and to correct the description of the lands set forth in said lease, since such description as above set forth does not perfectly and adequately describe the property leased and intended by the undersigned lessors to be leased thereby

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00) in hand paid to each of the undersigned lessors, the receipt of which is hereby fully acknowledged and confessed, and the further consideration of the agreements and obligations in said lease contained, the undersigned lessors, for the purposes above set forth, hereby acknowledge and agree that such lease now covers and was intended to cover the following described land in Sublette County, State of 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
Section 29: NE/4 SE/4

139910

RECORDED January 10 1974 9:00 A M
IN BOOK 50 Oil + Gas PAGE 342
FEES $3.50 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yates Deputy

And that such lease, for rental payment purposes, was intended to embrace and shall now be deemed to embrace 1,080.0 acres, whether or not it actually covers more or less acreage.

AND the description contained in such lease, together with the acreage figure for rental payment purposes, is hereby amended and corrected as shown above in order to show the true agreement of the parties. The undersigned lessors do hereby ratify, adopt and confirm said lease as herein amended, the same as though such changes had been originally written in said lease, and do grant, lease and let exclusively unto AMOCO PRODUCTION COMPANY, its successors and assigns, the last above described land for the purposes and upon the terms, conditions, provision and agreements in such lease contained and to which reference is here made for all purposes, it not being intended hereby, however, to supersede or novate in any way such lease as to the land leased therein and intended to be leased therein, and such lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date of its execution.

IN WITNESS WHEREOF, this instrument is executed on this 16 day of June, 1973.

LESSORS:

Gordon Mickelson
Gordon Mickelson

Margaret Mickelson
Margaret Mickelson

A C C E P T A N C E

The within Correction of Lease Description is accepted by the undersigned this _____ day of June, 1973.

AMOCO PRODUCTION COMPANY

By _____
Its Attorney in Fact

APPROVED

213

606494

Form No. LNH-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

Prairie Publishing Co.
Casper, Wyoming

Effective with first run

This Overriding Royalty Assignment, made this 14th day of December, 19 73, by and between

J. F. LACOY

whose address is P. O. BOX 2167, CHEYENNE, WYOMING 82001

hereinafter called Lessee; and RAYMOND CHORNEY

401 LINCOLN TOWER BLDG., 1860 LINCOLN ST., DENVER, COLO. 80203

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 Sept. 1, 19 65

bearing Serial No. W-0318974, 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, towit:

T 27 N - R 111 W
Sec. 33: Lots 1,2,3,4, NE¼SW¼, N½SE¼
34: Lots 1,2,3,4, N½S½, N½

139935

RECORDED January 11 19 74 9:00 A M
IN BOOK 50 Oil & Gas PAGE 345
FEES 2.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lois J. Yake Deputy

Containing 859.60 acres, more or less

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, his heirs and assigns, an overriding royalty interest of One and one-half per cent of eight/eighths (1½% 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 Term of Lease

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.

J. F. LACOY
Lessee

ACKNOWLEDGMENT
Single or Married

STATE OF WYOMING }
} ss:
COUNTY OF LARAMIE }

On this 26th day of December, 19 73, before me personally appeared

J. F. LaCoy

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.

Patricia J. Ramsey - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Nov. 6, 1977

Patricia J. Ramsey
Notary Public

My Commission expires on the ____ day of ____, A.D., 19____

Lease 194242-500

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 does hereby give, grant, assign, transfer, and convey unto each of the following an undivided twenty-five per cent (25%) of its interest: PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, San Francisco, California 94105; NATURAL GAS CORPORATION OF CALIFORNIA, 245 Market Street, San Francisco, California 94105; and VOYAGER PETROLEUMS, INC., 540 First Avenue Southwest, Suite 510, Calgary, Alberta 1, Canada, and their personal representatives, successors, and assigns, to have and to hold forever, the following described oil and gas lease(s) insofar, but only insofar, as the following specifically described lands are covered thereby:

Oil and Gas Lease dated August 30, 1973, from William B. Sargent and Dorothy C. Sargent, husband and wife, lessor, to W. B. Hinkel, lessee, recorded in Book 50 O&G, Page 1, covering

Township 37 North, Range 111 West, 6th P.M.
Sec. 23: SW/4 NE/4, SE/4 SW/4, W/2 SE/4, NE/4 SE/4
Sec. 26: NE/4 NW/4

Sublette County, Wyoming.

It is expressly understood and agreed that this assignment is made without covenants of warranty either express or implied.

139967

EXECUTED this 15th day of October 1973.

RECORDED January 14 1974 9:00 AM
IN BOOK 50 Oil & Gas PAGE 346
FEES $ 3.50 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONTINENTAL OIL COMPANY

By J. W. McReynolds
J. W. McREYNOLDS
Attorney in Fact

fcc
JK

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

On this 15th day of October 1973, before me, the undersigned Notary Public, personally appeared J. W. McREYNOLDS, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact for CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed, and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires: August 9, 1975.

Witness my hand and official seal.

Margery P. Rutledge
Notary Public (Signature)

Margery P. Rutledge
Notary's Name (Typed or Printed)

Ponca City, Oklahoma
Notary's Residence (Typed or Printed)

RG

Rocky Mtn Region - 3-72

Reception No. 140072
Recorded Jan 21, 1974, at 9:45 A.M.
In Book 50 O&G, Page 347, Sublette County
State of Wyo. Laura R. Clark
County Clerk - Register of Deeds
by Judy Clark Deputy
Return To:

ASSIGNMENT OF OIL AND GAS LEASE

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, W. B. Hinkel and Lois Y. Hinkel, his wife, P. O. Box 3196, Casper, Wyoming 82601

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to Continental Oil Company, a Delaware corporation, P. O. Drawer 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 B. Sargent and Dorothy C. Sargent, husband and wife, Rural Route, Pinedale, Wyoming 82941

Lessee: W. B. Hinkel, P. O. Box 3196, Casper, Wyoming 82601

Dated: August 30, 1973

Recorded: Book 50 O&G, Page 1

Lands: Township 31 North, Range 111 West, 6th P. M.
Section 23: $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 26: $NE\frac{1}{4}NW\frac{1}{4}$

containing 240.00 acres, more or less.

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 15th day of October, 1973

W. B. Hinkel

Lois Y. Hinkel

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 15th day of October, 19 73, by W. D. Winkel and Lois Y. Winkel.

Witness my hand and official seal.

Bea Kenta — Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 6, 1977

My commission expires ....., 19.....

Bea Kenta
Notary Public

STATE OF .....
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.....

.....
Notary Public

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

....., 19.....

.....(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

....., 19.....

..... (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 .....

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....., 19.....

My commission expires .....

Please Return To:
Continental Oil Company
Mineral Lease Records
P. O. Box 1267
Ponca City, Oklahoma 74601

.....
Notary Public within and for the
State of .....

[redacted] [redacted]

Lease Serial Number: E-023340

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 S½ of Sec. 7, Township 28N, Range 112W).

1. Lands affected by this assignment: 140073
Township 28N, Range 112W, 6th P.M. Sublette Co., Wy.:
Sec. 6: Lots 17, 18 E½SW¼, SE¼ (S½)
Sec. 7: All

RECORDED January 21 1974 9:04 A.M.
IN BOOK 50 Oil + Gas PAGE 349
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Jean Yates, Deputy

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: SE¼NW¼, SW¼NE¼, ~~NW¼SW¼~~ NE¼SW¼, NW¼SE¼, S½SE¼.

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 S½SE¼ and 50% in all zones from surface to 3450' of Sec. 6, S½, and Sec. 7 SW¼, N½SE¼, N½, except Belco reserves all of its interest in the S½ 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 #37 located in NE¼NE¼ 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, S½SE¼, 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, 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: [signature]
Jack Saltz, Senior Vice President
630 Third Avenue, New York N. Y. 10

136782

RECORDED June 27 1973 9:00 A.M.
IN BOOK 49 Oil + Gas PAGE 381
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jean Yates Deputy

[illegible]	✓
[illegible]	✓
[illegible]	✓

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.

Notary Public

My Commission Expires:

NOTARY [illegible] York

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, HUSKY OIL COMPANY OF DELAWARE, of 1122 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80203, hereinafter referred to as "ASSIGNOR", for and in consideration of ten dollars, ($10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto BELCO 1971 OIL AND GAS FUND, LTD., of 8707 Katy Freeway, Houston, Texas 77024, hereinafter referred to as "ASSIGNEE", all of its right, title and interest, in and to the described oil and gas leases in Sublette County, Wyoming, to wit:

1. Oil and Gas Lease dated September 25, 1970, from Hugh Wardell and Betty Wardell, husband and wife, lessors, of LaBarge, Wyoming, to Carl W. Klaenhammer, lessee, of 1335 South Wolcott Street, Casper, Wyoming 82601, recorded in Book 46, Oil and Gas, Page 278; and,

2. Oil and Gas Lease dated September 24, 1970, from Doyle Twitchell and Isabelle Twitchell, husband and wife, lessors, of 600 Harney, Laramie, Wyoming, to Carl W. Klaenhammer, lessee, of 1335 South Wolcott Street, Casper, Wyoming 82601, recorded in Book 45, Oil and Gas, Page 534; and,

3. Oil and Gas Lease dated September 22, 1970, from Joseph W. Krall, a single man, lessor, of P.O. Box 208, Kemmerer, Wyoming, to Carl W. Klaenhammer, lessee, of 1335 South Wolcott Street, Casper, Wyoming 82601, recorded in Book 45, Oil and Gas, Page 519; and

4. Oil and Gas Lease dated September 23, 1970, from Ted Miller and Emma F. Miller, husband and wife, lessors, of 2690 Standford Lane, Salt Lake City, Utah, to Carl W. Klaenhammer, lessee, of 1335 South Wolcott Street, Casper, Wyoming 82601, recorded in Book 45, Oil and Gas, Page 536, insofar as said leases cover the following described land:

Township 27 North, Range 115 West, 6th P.M.
All of Tracts 41A, 41B, 41C, and 41D

Containing 160.00 acres, more or less

ASSIGNOR does hereby surrender and release all rights of dower and homestead in the premises herein described.

NOTWITHSTANDING, however, this assignment is made without warranty of any nature or kind whatsoever, either expressed or implied.

IN WITNESS WHEREOF, this instrument is executed on the 4th day of December, 1973.

ATTEST:

Karl F. Smith
Assistant Secretary

HUSKY OIL COMPANY OF DELAWARE

By: W. F. Turnbull
Vice President

140112

RECORDED January 24 1974 9:00 A.M.
IN BOOK 58 Oil & Gas PAGE 351
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Ware Deputy

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of December, 1973, by M. F. Wetzel, Vice President of Husky Oil Company of Delaware, a Delaware corporation, on behalf of said corporation.

My commission expires:
February 5, 1975

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

AFFECTING UNITED STATES OIL AND GAS LEASES

DISTRICT LAND OFFICE - CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That S. A. CHORNEY, 1110 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80203, as 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, as 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 in said Exhibit "A" covering lands situated in Sublette County, State of Wyoming, and under any extensions or renewals thereof, together with all of Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED this 5th day of December, 1973.

S. A. 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 5th day of December, 1973, 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 official seal the day and year last above written.

Notary Public

My commission expires:

April 5, 1977

140113

RECORDED January 24 1974 9:00 A M
IN BOOK 50 Oil + Gas PAGE 353
FEES $4.75 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
Wyoming 0319584	Township 34 North, Range 114 West Section 24: All Section 26: N½NE¼, E½NW¼, S½SE¼	3% of 8/8ths
Wyoming 3796-A	Township 35 North, Range 113 West Section 20: S½ Section 29: All Section 32: NW¼	1/4 of 1% of 8/8ths
Wyoming 8160	Township 34 North, Range 113 West Section 23: SW¼SE¼	1½% of 8/8ths
Wyoming 9574	Township 34 North, Range 113 West Section 5: SW¼, S½SE¼ Section 8: All Section 17: E½, N½NW¼, SE¼NW¼, S½SW¼ Section 18: Lots 1,2, NE¼NE¼	1/2 of 1% of 8/8ths
Wyoming 12111	Township 33 North, Range 114 West Section 28: SE¼SE¼	1% of 8/8ths
Wyoming 17660	Township 33 North, Range 114 West Section 8: E½NE¼, SE¼	1% of 8/8ths

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

AFFECTING STATE OF WYOMING OIL AND GAS LEASES

DISTRICT LAND OFFICE - CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That S. A. CHORNEY, 1110 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80203, as 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, as 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 in said Exhibit "A" covering lands situated in Sublette County, State of Wyoming, and under any extensions or renewals thereof, together with all of Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED this 5th day of December, 1973.

S. A. 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 5th day of December, 1973, 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 official seal the day and year last above written.

Sylvia L. Lyman
Notary Public

My commission expires:

April 5, 1977

140114

RECORDED January 24 1974 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 355
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yake Deputy

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
State of Wyoming 66-16679	Township 34 North, Range 114 West Section 36: All	3% of 8/8ths
State of Wyoming 69-2908	Township 35 North, Range 113 West Section 36: All	3% 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, as 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, as 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 in said Exhibit "A" covering lands situated in Sublette County, State of Wyoming, and under any extensions or renewals thereof, together with all of Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED this 5th day of December, 1973.

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 5th day of December, 1973, 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 official seal the day and year last above written.

Sylvia L Gleason
Notary Public

My commission expires:

April 5, 1977

140115

RECORDED January 24, 19 74 9:00 A.
IN BOOK 50 Oil & Gas PAGE 357
FEES $ 3.50 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois L Clark Deputy

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
Wyoming 0312808	Township 30 North, Range 114 West Section 11: SE¼ Section 12: SE¼NE¼, S½NW¼, W½SW¼, SE¼SW¼, S½SE¼	1-3/4% of 8/8ths
Wyoming 0315719	Township 39 North, Range 113 West Section 18: All	2½% of 8/8ths
Wyoming 0323337-A	Township 35 North, Range 113 West Section 26: N½	1/4 of 1% of 8/8ths
Wyoming 7417-A	Township 33 North, Range 114 West Section 9: All Section 16: NW¼	1% of 8/8ths
Wyoming 7431	Township 33 North, Range 114 West Section 2: Lots 1,2,3,4, S½N½, S½ Section 5: SE¼NE¼, E½SE¼	1% of 8/8ths
Wyoming 8027-A	Township 33 North, Range 112 West Section 3: Lots 1,2,3,4, S½N½, S½	1½% of 8/8ths
Wyoming 8135	Township 34 North, Range 113 West Section 15: E½SE¼ Township 35 North, Range 113 West Section 31: Lots 1,2,3,4, E½W½	1½% of 8/8ths
Wyoming 8162	Township 35 North, Range 114 West Section 22: All Section 27: E½, N½NW¼, SW¼NW¼ Section 34: E½ Township 34 North, Range 114 West Section 2: Lots 1,2,3,4, S½, S½NE¼, SE¼NW¼ Section 13: E½	1% of 8/8ths
Wyoming 11749	Township 34 North, Range 114 West Section 3: Lots 1,2,3,4, S½N½, S½	3% of 8/8ths
Wyoming 11749-A	Township 34 North, Range 114 West Section 20: W½	1% of 8/8ths
Wyoming 16857	Township 35 North, Range 113 West Section 1: Lots 1,2,3,4, S½N½, SW¼SW¼ Section 12: W½NW¼, N½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼ Section 13: NW¼SW¼, S½S½ Section 24: All Section 25: All	3% of 8/8ths
Wyoming 16859	Township 36 North, Range 114 West Section 15: All Section 22: All Section 27: All Section 29: All	3% of 8/8ths
Wyoming 16860	Township 36 North, Range 114 West Section 14: All	3% of 8/8ths

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
Wyoming 16860-A	Township 36 North, Range 114 West Section 2: Lots 3,4, SW¼NW¼, SE¼NE¼, NE¼SE¼, SW¼SE¼, SE¼SW¼ Section 3: Lots 1,2,3,4, S½N½, N½S½ Section 10: NE¼NE¼, S½NE¼, SE¼ Section 11: All	2% of 8/8ths
Wyoming 16861	Township 35 North, Range 114 West Section 4: All Section 5: Lots 1,2, S½NE¼, SE¼ Section 8: E½ Section 17: E½ Township 36 North, Range 114 West Section 33: S½N½, S½	3% of 8/8ths
Wyoming 27878	Township 27 North, Range 112 West Section 1: SE¼ Section 12: N½NE¼	2% of 8/8ths

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

AFFECTING STATE OF WYOMING 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, as 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, as 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 in said Exhibit "A" covering lands situated in Sublette County, State of Wyoming, and under any extensions or renewals thereof, together with all of Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED this 5th day of December, 1973.

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 5th day of December, 1973, 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 official seal the day and year last above written.

Notary Public

My commission expires:

April 5, 1977

140116

RECORDED January 24 19 74 9:00 A M
IN BOOK 50 Oil & Gas PAGE 360
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yoke Deputy

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
State of Wyoming 72-9130	Township 28 North, Range 110 West Section 36: All	3% of 8/8ths

Producers 88 Spec.
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made [illegible] 10th [illegible] November [illegible] 73 by and between
Jessie Stotts, also known as Jessie M. Stotts, and Arthur Stotts, her husband, also known as Arthur W. Stotts,
203½ East Broadway
of Thermopolis, Wyoming 82443, 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 pipe lines, 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 23: Lots 6, 9, 10, 11 and the bed of Green River Riparian to Lots 6, 9, 10, 11

Section 26: Lots 2, 3, 4, 10, $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{2}SW\frac{1}{4}$ and the bed of Green River riparian to Lots 2, 3, 4, 10

140239
RECORDED February 1 1974 [illegible]
IN BOOK 50 Oil & Gas PAGE 363
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois [illegible] Deputy

XXXXXXXX ... XXXXX ... XXX five (5) and containing 376.88 acres, more or less.

It is agreed that this lease shall remain in force for a term of five 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 Stockgrowers State Bank at Worland, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seventy Six and 88/100 - - - - - - - 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:

x Jessie M. Stotts (SEAL)
also known as Jessie Stotts (SEAL)
x Arthur W. Stotts (SEAL)
also known as Arthur Stotts (SEAL)
Arthur W. Stotts (SEAL)

STATE OF Wyoming }
COUNTY OF Hot Springs } 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 21st day of ~~November~~ January 1974 personally appeared Jessie Stotts, also known as Jessie M. Stotts

and Arthur Stotts, her husband, also known as Arthur W. Stotts

, 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 25, 1976

C. B. Drake
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 _____

No. _____

FROM

TO

_____, 19____

_____ Acres

_____ County, _____

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

_____
County Clerk.

_____
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

CERTIFICATE OF EFFECTIVENESS

WHEREAS, BELCO PETROLEUM CORPORATION is designated as the Unit Operator under that certain Unit Agreement for the Long Island II Unit, Sublette County, Wyoming, dated the 1st day of October, 1973, which Unit Agreement provides for the development and operation of the lands described in Exhibit "A" hereto as a unit.

WHEREAS, Article 20 of the said Unit Agreement provides that it shall become effective upon approval by the Oil and Gas Supervisor, United States Geological Survey. Exhibit "B" hereto indicates that this was done on December 5, 1973, and

WHEREAS, according to the terms of said Unit Agreement the following requirements have been met, to-wit:

1. The owners of tracts comprising a controlling interest in the Unit Area as shown in Exhibit "A" have committed their interests to the Unit Agreement.

2. The Unit Agreement has been approved by the Board of Land Commissioners of the State of Wyoming.

3. The Unit Agreement has been approved by the authorized delegate of the Secretary of the Interior of the United States.

NOW THEREFORE, in accordance with the terms of the Unit Agreement, Belco Petroleum Corporation, as Unit Operator and agent for the working interest owners, acting pursuant to the direction of said working interest owners and pursuant to the authority granted to it by said Unit Agreement, does hereby publish, declare and certify that the Unit Agreement for the development and operation of the Long Island Unit has become effective as of 7:00 A.M. on the fifth day of December, 1973.

IN WITNESS WHEREOF, Belco Petroleum Corporation has caused this Certificate to be executed this 25th day of January, 1974.

146350

RECORDED: February 4 1974 2:00 P M
IN BOOK 50 Oil + Gas PAGE 365
IRENE R CLARK COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Jo Ann Lake Deputy

BELCO PETROLEUM CORPORATION

By: John B Dunnewald
John B. Dunnewald, Manager
Rocky Mountain District

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

On this 25th day of January, 1974, before me, Carole Jones, a Notary Public, personally appeared John B. Dunnewald as Manager Rocky Mountain District of BELCO PETROLEUM CORPORATION, A Delaware Corporation, known to be the Rocky Mountain District Manager of the corporation that executed the within instrument.

Witness my hand and official seal.

My Commission Expires:

My Commission Expires Nov. 15, 1977

Carole Jones
Notary Public

EXHIBIT "A"

DESCRIPTION OF ACREAGE ENCOMPASSED WITHIN THE
LONG ISLAND II UNIT AGREEMENT, SUBLETTE COUNTY, WYOMING

Township 28 North, Range 111 West, 6th P.M.

	No. of Acres
Section 18: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	557.20
Section 19: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	570.96

Township 28 North, Range 112 West, 6th P.M.

Section 1: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$ and bed of the Green River riparian to Lots 13,14,15,16,17,18	721.16
Section 2: Lots 1,2,3,4,5,6,7,8,9,10,11,12, $S\frac{1}{2}$	712.04
Section 3: Lots 1,2,3,4,5,6,7,8,9,10,11,12, $S\frac{1}{2}$	746.72
Section 10: All	640.00
Section 11: All	640.00
Section 12: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14, $W\frac{1}{2}W\frac{1}{2}$ and bed of the Green River riparian to Lots 1,2,3,4,5,6, 7,10,11,12,13	671.72
Section 13: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13, $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ and bed of the Green River riparian to Lots 2,3,4,5, 8,9,10,11,12	663.51
Section 14: All	640.00
Section 15: All	640.00
Section 22: All	640.00
Section 23: Lots 1,2,3,4,5,6,7,8,9,10,11,12, $W\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ and the bed of the Green River riparian to Lots 1,2,3,4,5,6,7,8,9,10,11,12	644.37
Section 24: Lots 1,2,3,4,5,6,7,8,9,10,11,12, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}$ and bed of the Green River riparian to Lots 2,3,4,5,6,9,10,11	646.39
Section 26: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13, $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, and bed of the Green River riparian to Lots 1,2,3,4,5,6,7,8,9,10,11,12, 13	640.16
Section 27: All	640.00

EXHIBIT "A"
Page No. 2

	No. of Acres
Township 29 North, Range 111 West, 6th P.M.	
Section 19: Lots 1,2,3,4, E½W½, E½	639.07
Section 29: All	640.00
Section 30: Lots 1,2,3,4, E½W½, E½	639.48
Section 31: Lots 1,2,3,4, E½W½, E½	639.79
Section 32: All	640.00
Township 29 North, Range 112 West, 6th P.M.	
Section 24: E½, E½NW¼	400.00
Section 25: S½, S½N½, N½NE¼	560.00
Section 26: S½, S½N½, N½NW¼, NW¼NE¼	600.00
Section 35: All	640.00
Section 36: All	640.00
	16,452.57

367

EXHIBIT "B"

CERTIFICATION - DETERMINATION
UNIT AGREEMENT
LONG ISLAND II UNIT
COUNTY OF SUBLETTE
STATE OF WYOMING

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Oil and Gas Supervisors of the Geological Survey (33 F. R. 5812), I do hereby:

A. Approve the attached agreement for the development and operation of the LONG ISLAND II UNIT.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and condition of this agreement.

Dated December 5, 1973

Oil and Gas Supervisor, United States Geological Survey

Contract Number 14-08-0001-13872

[redacted] [redacted] (Sublette Coun[redacted]oming)

OVERRIDING ROYALTY ASSIGNMENT

For adequate consideration, the receipt and sufficiency of which is hereby acknowledged, HOLLY RESOURCES 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", the overriding royalty interest described in the attached Exhibit "A".

Assignor warrants that it is the owner of said overriding royalty and that it will warrant and forever defend the title thereto 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.

EXECUTED this 11th day of July, 1973.

HOLLY RESOURCES CORPORATION

ATTEST:

Willis E. Graham
Assistant Secretary

By J. Pressnell Jr.
President

THE STATE OF Texas)
) ss. (NEW MEXICO, WYOMING AND COLORADO)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 11th day of July, 1973, by J. P. Pressnell, Jr., President of HOLLY RESOURCES CORPORATION, a ~~Delaware~~ Colorado corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1975

Alice B. Helms
Notary Public

140351

RECORDED February 4 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 369
FEES $4.75 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Alice J. Yorke Deputy

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

1. An overriding royalty interest equal to .167% of 8/8 of all oil and gas produced, saved and sold under the lands hereinafter described pursuant to United States Lease W-4980 covering Lots 1, 2, 3, 4 (N/2 N/2) and S/2 Section 4, Township 30 North, Range 114 West.

2. An overriding royalty interest equal to .5% of 8/8 of all oil and gas produced, saved and sold under the lands hereinafter described pursuant to United States Lease W-0311118 covering Lots 3, 4 and S/2 NW/4 Section 2, and Lots 3, 4 and S/2 NW/4 Section 3, Township 30 North, Range 114 West.

3. An overriding royalty interest equal to 1.34% of 8/8 of all oil and gas produced, saved and sold under the lands hereinafter described pursuant to the terms of valid and subsisting leases as reflected of record in the office of the County Clerk of said County, to which reference is hereby made for purposes of description, said lands being described as E/2 SE/4 Section 8, S/2 SW/4 and SE/4 Section 9, S/2 NW/4 Section 15, and NE/4 NW/4, N/2 NE/4 and SE/4 NE/4 Section 16, Township 30 North, Range 114 West.

4. An overriding royalty interest equal to .334% of 8/8 of all oil and gas produced, saved and sold under the lands hereinafter described pursuant to United States Lease W-0266399-A covering S/2 NW/4 and SW/4 Section 27, Township 31 North, Range 114 West.

5. An overriding royalty interest equal to .334% of 8/8 of all oil and gas produced, saved and sold under the lands hereinafter described pursuant to United States Lease W-0310670-A covering SW/4 SW/4 and SE/4 Section 28, Township 31 North, Range 114 West.

6. An overriding royalty interest equal to 1.34% of 8/8 of all oil and gas produced, saved and sold under the lands hereinafter described pursuant to the terms of valid and subsisting leases as reflected of record in the office of the County Clerk of said County, to which reference is hereby made for purposes of description, said lands being described as SW/4 Section 15, E/2 NE/4 Section 21, NW/4, W/2 NE/4, SE/4 NE/4 Section 22, and W/2 NE/4, SE/4 NE/4, NW/4, N/2 S/2 Section 23, Township 30 North, Range 114 West.

[redacted] [redacted] [redacted]

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 6th day of February, 19 74

140583

RECORDED February 14 1974 10:50 AM
IN BOOK 52 Oil & Gas PAGE 371
FEES $ 4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

GULF OIL CORPORATION

By P. A. Weirich
P. A. Weirich Attorney in Fact

25

97

ACKNOWLEDGMENT—ATTORNEY IN FACT

STATE OF OKLAHOMA } SS. Oklahoma
COUNTY OF OKLAHOMA }

On this _____ day of _____, 19 ____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its Attorney in Fact 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.

WITNESS my hand and official seal the day and year above written.

Notary Public

My commission expires _____

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 6th day of February, 19 74.

Witness my hand and official seal.

C. S. Catlin
C. S. Catlin Notary Public

My commission expires January 20, 1975

ACKNOWLEDGMENT—ATTORNEY IN FACT

312

STATE OF OKLAHOMA }
SS. New Mexico, Utah, Wyoming
COUNTY OF OKLAHOMA }

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. Arkansas
COUNTY OF OKLAHOMA }

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. 8-28082-00
Date October 8, 1969
Lessor Genevieve C. Kearns
Lessee Gulf Oil Corporation
Recorded - Book 44 Page 447

Township 38 North, Range 113 West, 6th P.M.
Sec. 21: N/2, N/2 SW/4
Sec. 22: W/2 NW/4
Sec. 23: SE/4 NW/4, N/2 NE/4, SW/4 NE/4, W/2 SE/4, SE/4 SE/4
Sec. 26: NE/4 NE/4, 800.00 acres, more or less

Lease No. 8-28082-01
Date October 8, 1969
Lessor Robert W. Wagstaff et al
Lessee Gulf Oil Corporation
Recorded - Book 44 Page 521 O&G

Township 38 North, Range 113West, 6th P.M.
Sec. 21: N/2, N/2 SW/4
Sec. 22: N/2
Sec. 23: NE/4 NE/4, W/2 NE/4, W/2 SE/4, SE/4 SE/4, W/2 NW/4, SE/4 NW/4
Sec. 26: NE/4 NE/4, 1120.00 acres, more or less

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

Lease No.
Date
Lessor
Lessee
Recorded - Book Page

GULF OIL CORPORATION
600 Oklahoma Mortgage Bldg.
Oklahoma City, Okla. 73102

PARTIAL ASSIGNMENT OF RIGHTS

IN OPERATING AGREEMENT

THIS PARTIAL ASSIGNMENT OF RIGHTS IN AN OPERATING AGREEMENT made and entered into this 29th day of January, 1974, by and between PETRO-SEARCH, INC. of 825 Petroleum Club Building, Denver, Colorado 80202, as Assignor, and HELMET PETROLEUM CORPORATION of 1660 Lincoln Street, Denver, Colorado 80203, as Assignee,

WITNESSETH:

WHEREAS, Belco Petroleum Corporation by Operating Agreement dated April 1, 1971 assigned to Chandler an undivided one-fourth, as to all of the NW/4NW/4 Section 10, Township 30 North, Range 113 West, of Belco's interest in the exclusive right and privilege of operating, testing and developing certain lands hereinabove described, including all depths exposed in said Operating Agreement, and the right, together with Belco, to exercise the rights and privileges granted to the Lessee under the terms of the oil and gas lease covering said lands, reference being made to said Operating Agreement for all of the various terms, provisions and conditions hereof; and,

WHEREAS, Chandler by Partial Assignment of Rights in Operating Agreement dated July 21, 1971 assigned to Petro-Search an undivided 16% of Chandler's interest in said Operating Agreement of April 1, 1971, insofar as it covers the lease, lands, and formations hereinafter described; and,

WHEREAS, the parties desire that Petro-Search assign to Helmet an undivided 98.531873% of Petro-Search's 4% interest in said Operating Agreement of April 1, 1971, insofar as it covers the lease, lands, and formations hereinafter described, along with a like interest in and to all personal property and equipment therein or thereon or used or obtained in connection therewith.

140615

RECORDED January 15 1974 11:00 AM
IN BOOK 22 Misc Records PAGE 375
FEES $ 6.00 Vincent L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Deer Hill Unit #5-10
East Coat Hill Prospect
10-2156-00

375

RIDER

This Assignment is subject to the terms and provisions of two certain General Assignments of Assets, each dated December 31, 1973 by and between 1968-1969 Petro-Search Fund Oil Exploration Program 69-1, 1968-1969 Petro-Search Fund Oil Exploration Program 69-2, 1968-1969 Petro-Search Fund Oil Exploration Program 69-3, 1968-1969 Petro-Search Fund Oil Exploration Program 69-4 and 69-5 Petro-Search 1969 Year-End Program, Petro-Search Oil & Gas Fund, Inc., Petro-Search, Inc. and Helmet Petroleum Corporation, one of which has an effective date of 11:59 p.m., December 31, 1973 and one of which has an effective date of 7:00 a.m., January 1, 1974. The interests hereby conveyed are the same as and not in addition to, the interest therein conveyed.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Petro-Search does hereby sell, assign and transfer unto Helmet Petroleum Corporation an undivided 98.531873% of Petro-Search's 4% interest in all of the rights and privileges assigned to Petro-Search by reason of the Partial Assignment of Rights in Operating Agreement dated July 21, 1971, as referred to above, insofar as the same covers the lease, lands, and all formations shown below, along with a like interest in and to all personal property and equipment therein or thereon or used or obtained in connection therewith.

USA WYOMING 27645

TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.

SECTION 10: NW/4NW/4

Sublette County, Wyoming

By its acceptance of this assignment, Helmet does hereby assume a proportionate part of the obligations of said Operating Agreement and other obligations which burden Petro-Search's interest and accepts this assignment subject thereto as well as to the terms and provisions of the basic oil and gas lease underlying said operating rights, any unit agreements, unit operating agreements, or other operating agreements and contracts and farmout agreements to which said rights and oil and gas lease may be subject, and to all royalty, overriding royalty, and other encumbrances of record. This assignment is subject to the following further terms and conditions:

1. This assignment is made without warranty, either express or implied.

2. Either party may, if it so elects, file this Partial Assignment of 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.

3. The undersigned agrees 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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels per day or less.

4. Petro-Search hereby expressly accepts, reserves and retains title to an undivided 9.375% overriding royalty interest proportionately reduced to the interest herein assigned of all oil, gas and casinghead gas produced, saved and marketed from the lands and under the provisions of the leases described above, or any extension or renewal thereof, as an overriding royalty free and clear of any cost and expense of the development and operation thereof excepting taxes applicable to said interest in the production therefrom.

5. This assignment shall inure to and be binding upon the respective parties hereto, their successors and assigns. Its terms shall be covenants running with the ownership of the above-described oil and gas lease and the interests conveyed hereby and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

Dated this 29th day of January, 1974.

ATTEST:

BY: _____
Assistant Secretary

PETRO-SEARCH, INC.

BY: _____
James K. Munn, Vice President

ATTEST:

BY: _____
Assistant Secretary

HELMET PETROLEUM CORPORATION

BY: _____
J. P. Collins, Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of January, 1974 by James K. Munn, Vice President of Petro-Search, Inc.

Witness my hand and official seal.

My Commission expires: My Commission expires Jan. 17, 1975

_____
Notary Public

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of January, 1974 by J. P. Collins, Vice President of Helmet Petroleum Corporation.

Witness my hand and official seal.

My Commission expires: May 4, 1976.

_____
Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENTS

ASSIGNEE HEREBY REQUEST APPROVAL OF ASSIGNMENT(S) AS FOLLOWS:

USA WYOMING 27645

1b. Assignee is a corporation, organized and existing under and by virtue of the laws of the State of California.

1c. Assignee's qualifications are on file in serial number W-834.

2. Assignee is the sole party in interest.

3. Filing fees are attached.

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.

Helmet Petroleum Corp. agrees that the obligation to pay any overriding royalties or payments out of production of oil created in said assignments, which, when added to overriding royalties or payments out of production previously created and to royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less and that such limitation will apply separately to any zone or portion of the lease segregated for computing Government royalty.

Assignee agrees to be bound by the terms and provisions of the leases described herein, provided the assignments are approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 29th day of JANUARY, 19 74.

ATTEST:

BY: _____
Assistant Secretary

HELMET PETROLEUM CORP.

BY: _____
J. P. Collins, Vice President

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of these Assignments.

[redacted] BUREAU OF LAND MANAGEMENT [redacted]

Serial No. E 024966

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. HELMET PETROLEUM CORPORATION
Suite 2904, Lincoln Center Building
Denver, Colorado 80203

The undersigned, as owner of 10.4 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1949, 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 113 West, 6th P.M.
Section 23: W/2 NE/4, E/2 NW/4, SW NW/4
Sublette County, Wyoming
Containing 200.00 acres, more or less

This Assignment is made subject to all reassignment rights of previous Assignors and all lease burdens heretofore created.

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 98.53187%

4. What part of the record title interest is being retained by assignor(s)? 1.46813% of 10.4%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 9.375% of 98.53187% of 10.4%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 6% plus 32.50% of 1/8 of 8/8 overriding royalty interest in all oil and gas produced and sold if average daily production is more than 25*

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.

*barrels, if less than 25 barrels overriding royalty is 32.50% of 1/16 of 8/8 overriding royalty convertible upon payout to a 16.25% working interest.

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 31st day of January, 19 74

PETRO-SEARCH, INC.

By James K. Munn
Vice President (Assignor's Signature) James K. Munn

825 Petroleum Club Building
(Assignor's Address)

ATTEST:
By W. H. Mance
Ass't. Secretary

Denver (City) Colorado (State) 80202 (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: 140617

RECORDED January 15 1974 11:00 A.M.
IN BOOK 5C Oil & Gas PAGE 351
FEES $5.00 Owen R. Cocke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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 3105

DEER HILL Unit

RIDER

381
A

This Assignment is subject to the terms and provisions of two certain General Assignments of Assets, each dated December 31, 1973 by and between 1968-1969 Petro-Search Fund Oil Exploration Program 69-1, 1968-1969 Petro-Search Fund Oil Exploration Program 69-2, 1968-1969 Petro-Search Fund Oil Exploration Program 69-3, 1968-1969 Petro-Search Fund Oil Exploration Program 69-4 and 69-5 Petro-Search 1969 Year-End Program, Petro-Search Oil & Gas Fund, Inc., Petro-Search, Inc. and Helmet Petroleum Corporation, one of which has an effective date of 11:59 p.m., December 31, 1973 and one of which has an effective date of 7:00 a.m., January 1, 1974. The interests hereby conveyed are the same as and not in addition to, the interest therein conveyed.

381A

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

DEER HILL UNIT

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 See W-834
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 31st day of January, 1974

ATTEST:

HELMET PETROLEUM CORPORATION

By J. P. Sollum

Secretary

Vice-President (Assignee's Signature)

Suite 2904, Lincoln Center Building
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 Colorado }
COUNTY OF Denver } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On January 31, 1974, before me personally came the above named James K. Munn (who being by me duly sworn, did say that he is the Vice President of PETRO-SEARCH, 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: December 16, 1975

Notary Public
Residing at: County of Denver, State of Col

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 assignees *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 agreements, 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.

[redacted] [redacted] [redacted]

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)

STATE OF COLORADO
COUNTY OF DENVER } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On January 31, 1974, before me personally came the above named J. P. COLLINS (who being by me duly sworn, did say that he is the VICE President of HELMET PETROLEUM CORP. 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: May 4, 1976

Notary Public Residing at: Margie Hahn Denver, Colorado

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.

AMENDMENT NO. 1

TO AMENDED STATEMENT OF BENEFICIAL INTEREST

Re: Oil and Gas Lease from United States of America bearing Serial No. Evanston 024966, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Section 23: NE/4 NW/4, S/2NW/4, W/2NE/4

KNOW ALL MEN BY THESE PRESENTS:

Petro-Search, Inc., a Delaware corporation, qualified to own oil and gas leases from the United States in Case File Wyoming 2883, hereby states and declares:

1. On February 3, 1971, the undersigned executed an Amended Statement of Beneficial Interests setting forth the beneficial ownership of the referenced oil and gas Lease as to the referenced land only, which is in the name of Petro-Search, Inc.

2. The undersigned have by separate instruments, assigned and conveyed to Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas lease and leasehold estate, as to the referenced land only:

Beneficial Owner	Percent of Interest Conveyed
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	98.5281% of 23% (22.66146%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	99.3000% of 55% (54.61500%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	96.6155% of 22% (21.25541%)
TOTAL	98.53187%

3. That the beneficial ownership in the referenced oil and gas lease and leasehold estate as to the referenced land only, which is in the name of Petro-Search, Inc., is now actually owned as follows:

Beneficial Owner	Percent of Interest Retained
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	0.33854%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	0.38500%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	0.74459%
TOTAL	1.46813%

4. Except as herein modified, Amended Statement of Beneficial Interest dated February 3, 1971, remains unchanged and is hereby ratified and confirmed.

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 31st day of January, 1974.

PETRO-SEARCH, INC.

ATTEST:

By _____
Vice President
James K. Munn

_____
Assistant Secretary

1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-1
1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-2
1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-3

By PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation, as General Partner of each limited Partnership

ATTEST:

By _____
Vice President
James K. Munn

_____
Asst. Secretary

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH, INC., a Delaware 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 first above written.

My Commission Expires:

Dec. 10, 1975

_____
Notary Public

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation, General Partner of each limited 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 first above written.

My Commission Expires:

Dec 10, 1975

Notary Public

[redacted] BUREAU OF LAND MANAGEMENT [redacted]

[redacted]

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

1. HELMET PETROLEUM CORPORATION
Suite 2904, Lincoln Center Building
Denver, Colorado 80202

The undersigned, as owner of 10.4 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1949, 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 113 West, 6th P.M.
Section 14: S/2 SW/4, SW SE/4; N/2 SW/4; NW/4 SE/4
Containing 240.00 acres, more or less
Sublette County, Wyoming

This Assignment is made subject to all reassignment rights of previous Assignors and all lease burdens heretofore created.

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 98.53187%

4. What part of the record title interest is being retained by assignor(s)? 1.46813% of 10.4%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 9.375% of 98.53187% of 10.4%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 6% plus 32.50% of 1/8 of 8/8 overriding royalty interest in all oil and gas produced and sold if average daily oil production is more than 25*

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.

*barrels, if less than 25 barrels overriding royalty is 32.50% of 1/16 of 8/8 overriding royalty convertible upon payout to a 16.25% working interest.

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 31st day of January, 1974

PETRO-SEARCH, INC.

By James K. Munn
Vice President (Assignor's Signature) James K. Munn

825 Petroleum Club Building
(Assignor's Address)

ATTEST:
By W. M. Morse
Ass't Secretary

Denver (City) Colorado (State) 80202 (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

140618

Assignment approved as to the lands described below:

RECORDED February 15 19 74 11:00 A M
IN BOOK 5 Oil & Gas PAGE 357
FEES $5.00 Emmett A. Parker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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

207 [redacted] ILL UNIT

RIDER

This Assignment is subject to the terms and provisions of two certain General Assignments of Assets, each dated December 31, 1973 by and between 1968-1969 Petro-Search Fund Oil Exploration Program 69-1, 1968-1969 Petro-Search Fund Oil Exploration Program 69-2, 1968-1969 Petro-Search Fund Oil Exploration Program 69-3, 1968-1969 Petro-Search Fund Oil Exploration Program 69-4 and 69-5 Petro-Search 1969 Year-End Program, Petro-Search Oil & Gas Fund, Inc., Petro-Search, Inc. and Helmet Petroleum Corporation, one of which has an effective date of 11:59 p.m., December 31, 1973 and one of which has an effective date of 7:00 a.m., January 1, 1974. The interests hereby conveyed are the same as and not in addition to, the interest therein conveyed.

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 See W-834
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 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.

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.

ecuted this 31st day of January , 19 74

TEST:

HELMET PETROLEUM CORPORATION

ecretary

By J. P. Tollen
VICE- President (Assignee's Signature)

Suite 2904, Lincoln Center Building
Denver, Colorado 80203

(Address, include zip code)

tle 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 ited States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

TE OF Colorado
NTY OF Denver } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On January 31 , 19 74 , before me personally came the above named
James K. Munn (who being by me duly sworn, did say that he is the Vice
ident of PETRO-SEARCH, INC.
poration, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, cknowledged 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 corporation by authority of its Board of Directors or by authority of its By-Laws.

ommission Expires: Dec 16, 1975

Notary Public
Residing at: County of Denver, State of Colo.

GENERAL INSTRUCTIONS

of form – Use only for assignment of record title st in oil and gas leases. *Do not use for assignments rking or royalty interests, operating agreements, leases.* An assignment of record title may only cover *one* lease. If more than one assignment is made a lease, file a separate instrument of transfer with assignment.

ood number of copies – File three (3) completed nually signed copies in appropriate land office. nonrefundable filing fee *must* accompany assignment. ssignment within ninety (90) days *after* date of xecution.

ive date of assignment – Assignment, if approved, ffect on the first day of the month following the filing of *all* required papers.

ing royalties or payments out of production – De- in an accompanying statement any overriding s or payments out of production created by assigno- t not set out therein. If payments out of production erved by assignor, outline in detail the amount, of payment, and other pertinent terms.

of Assignment – Approval of assignment of a de- described portion of the leased lands creates leases. Assignee, upon approval of assignment, 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.

le 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 ited States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

3-6

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

ATE OF COLORADO
DUNTY OF DENVER } ss.

On January 31st, 1974, before me personally came the above named

J. P. COLLINS (who being by me duly swom, did say that he is the VICE

resident of HELMET PETROLEUM CORP.

corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, ed 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.

ly Commission Expires: May 4, 1976

Notary Public Residing at: Margie Hahn Denver, Colorado

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.

AMENDMENT NO. 1

TO STATEMENT OF BENEFICIAL INTEREST

Re: Oil and Gas Lease from United States of America bearing Serial No. W-27645 (formerly W-05504), insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Section 14: N/2 SW/4; NW/4 SE/4;

Township 30 North, Range 113 West, 6th P.M.
Section 14: S/2 SW/4; SW/4 SE/4

KNOW ALL MEN BY THESE PRESENTS:

Petro-Search, Inc., a Delaware corporation, qualified to own oil and gas leases from the United States in Case File Wyoming 2883, hereby states and declares:

1. On February 4, 1971, the undersigned executed a Statement of Beneficial Interests setting forth the beneficial ownership of the referenced oil and gas Lease as to the referenced land only, which is in the name of Petro-Search, Inc.

2. The undersigned have by separate instruments, assigned and conveyed to Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas lease and leasehold estate, as to the referenced land only:

Beneficial Owner	Percent of Interest Conveyed
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	98.5281% of 23% (22.66146%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	99.3000% of 55% (54.61500%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	96.6155% of 22% (21.25541%)
TOTAL	98.53187%

3. That the beneficial ownership in the referenced oil and gas lease and leasehold estate as to the referenced land only, which is in the name of Petro-Search, Inc., is now actually owned as follows:

[redacted] [redacted] [redacted]

Beneficial Owner	Percent of Interest Retained
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	0.33854%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	0.38500%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	0.74459%
TOTAL	1.46813%

4. Except as herein modified, Statement of Beneficial Interest dated February 4, 1971, remains unchanged and is hereby ratified and confirmed.

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 31st day of January, 1974.

PETRO-SEARCH, INC.

By _____
Vice President
James K. Munn

ATTEST:

_____
Assistant Secretary

1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-1
1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-2
1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-3

By PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation

ATTEST:

_____
Asst. Secretary

By _____
Vice President
James K. Munn

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH, INC., a Delaware 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 first above written.

_____
Notary Public

My Commission Expires:

[illegible]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BEFORE ME, The undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH OIL & GAS FUND, INC., a Delaware 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 first above written.

My Commission Expires:

Jan 28, 1975

Notary Public

[redacted] [redacted] [redacted]

ASSIGNMENT OF RIGHTS IN OPERATING AGREEMENT

THIS ASSIGNMENT OF RIGHTS IN OPERATING AGREEMENT made and entered into this 31st day of January, 1974, by and between PETRO-SEARCH, INC. of 825 Petroleum Club Building, Denver, Colorado 80202 ("Petro-Search") and HELMET PETROLEUM CORPORATION of Suite 2904 Lincoln Center Building, Denver, Colorado 80203 ("Helmet").

W I T N E S S E T H:

WHEREAS, Belco Petroleum Corporation (Belco) by Operating Agreement dated February 25, 1970, assigned to Chandler an undivided one-half of Belco's interest in the exclusive right and privilege of operating, testing and developing the following described lands and United States Oil and Gas Lease, to certain depth described in said Operating Agreement, reference being made to said Operating Agreement for all of the various terms, provisions and conditions hereof, described as follows:

Wyoming-27645 (formerly Wyoming-05504):

Township 30 North, Range 113 West, 6th P.M.
Section 14: SE/4 SE/4
Sublette County, Wyoming

insofar as said lease covers formations occurring between the surface and the depth of 4,082 feet.

WHEREAS, Chandler, by Assignment of Rights in Operating Agreement dated October 11, 1971, assigned to Petro-Search an undivided 32% of its interest in said Operating Agreement dated February 25, 1970, insofar as it covered certain of the leases, land and formations described in said Operating Agreement.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Petro-Search does hereby sell, assign and transfer to Helmet an undivided 98.53187% of its 16%/interest in all of the rights and privileges assigned to it by reason of the Assignment of Rights in Operating Agreement dated February 25, 1970, as referred to above, insofar as the same cover the leases, lands and formation depths shown below:

Wyoming-27645 (formerly Wyoming-05504):

Township 30 North, Range 113 West, 6th P.M.
Section 14: SE/4 SE/4
Sublette County, Wyoming

insofar as said lease covers formations occurring between the surface and the depth of 4,082 feet.

By its acceptance of this Assignment, Helmet does hereby assume a proportionate part of the obligations of said Operating Agreement and accepts this Assignment subject thereto as well as to the terms and provisions of the basic oil and gas leases underlying said operating rights, any unit agreements, unit operating agreements, or other operating agreements and contracts between the parties hereto to which said rights and oil and gas leases may be subject, the Farmout Agreement dated March 1, 1969, as amended, by and between Belco and Chandler, and to all royalty, overriding royalty, and other encumbrances of record. This assignment is subject to the following further terms and conditions:

1. This assignment is made without warranty, either express or implied.

2. Either party may, if it so elects, file this Assignment of 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.

3. The undersigned agrees 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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels per day or less.

4. This assignment is subject to the terms and provisions of two certain General Assignments of Assets, each dated December 31, 1973, by and between 1968-1969 Petro-Search Fund Oil Exploration Program 69-1, 1968-1969 Petro-Search Fund Oil Exploration Program 69-2, 1968-1969 Petro-Search Fund Oil Exploration Program 69-3, 1968-1969 Petro-Search Fund Oil Exploration Program 69-4,and 69-5 Petro-Search 1969 Year-End Program, Petro-Search Oil & Gas Fund, Inc., Petro-Search Inc. and Helmet Petroleum Corporation, one of which has an effective date of 11:59 p.m., December 31, 1973, and one of which has an effective date of 7:00 a.m., January 1, 1974. The interests hereby conveyed are the same as and not in addition to, the interest therein conveyed.

5. Petro-Search hereby expressly accepts, reserves and retains title to an undivided 9.375% of 98.53187% of 16% of all oil, gas and casinghead gas produced, saved and marketed from the lands and under the provisions of the leases described above, or any extension or renewal thereof, as an overriding royalty free and clear of any cost and expense of the development and operation thereof excepting taxes applicable to said interest in the production therefrom.

6. This assignment shall inure to and be binding upon the respective parties hereto, their successors and assigns. Its terms shall be covenants running with the ownership of the above-described oil and gas leases and the interests conveyed hereby and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

EXECUTED as of the day and year first above written.

ATTEST:

By _____ Asst.Secretary

PETRO-SEARCH, INC.

By _____ James K. Munn Vice President

ATTEST:

By _____ Asst Secretary

HELMET PETROLEUM CORPORATION

By _____ Vice President

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of January, 1974, by Vice President as Vice President of PETRO-SEARCH, INC.

WITNESS my hand and official seal.

My Commission Expires:
Dec. 10, 1975

_____ Notary Public

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of January, 1974, by J. P. COLLINS as Vice President of HELMET PETROLEUM CORPORATION.

WITNESS my hand and official seal.

My Commission Expires:

MAY 4, 1976

_____ Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENTS

ASSIGNEE HEREBY REQUEST APPROVAL OF ASSIGNMENT(S) AS FOLLOWS:

USA WYOMING 27645

1b. Assignee is a corporation, organized and existing under and by virtue of the laws of the State of California.

1c. Assignee's qualifications are on file in serial number W-834.

2. Assignee is the sole party in interest.

3. Filing fees are attached.

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.

Helmet Petroleum Corp. agrees that the obligation to pay any overriding royalties or payments out of production of oil created in said assignments, which, when added to overriding royalties or payments out of production previously created and to royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less and that such limitation will apply separately to any zone or portion of the lease segregated for computing Government royalty.

Assignee agrees to be bound by the terms and provisions of the leases described herein, provided the assignments are approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 31st day of January, 19 74.

ATTEST:

BY: _____
Assistant Secretary

HELMET PETROLEUM CORP.

BY: _____
J. P. Collins, Vice President

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of these Assignments.

AMENDMENT NO. 1

TO STATEMENT OF BENEFICIAL INTEREST

Re: Oil and Gas Lease from United States of America, bearing Serial No. Wyoming-27645 (formerly Wyoming-05504), insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Section 14: SE/4 SE/4

KNOW ALL MEN BY THESE PRESENTS:

Petro-Search, Inc., a Delaware corporation, qualified to own oil and gas leases from the United States in Case File Wyoming 2883, hereby states and declares:

1. On October 26, 1971, the undersigned executed a Statement of Beneficial Interests setting forth the beneficial ownership of the referenced oil and gas Lease as to the referenced land only, which is in the name of Petro-Search, Inc.

2. The undersigned have by separate instruments, assigned and conveyed to Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas lease and leasehold estate, as to the referenced land only:

Beneficial Owner	Percent of Interest Conveyed
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	98.5281% of 23% (22.66146%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	99.3000% of 55% (54.61500%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	96.6155% of 22% (21.25541%)
TOTAL	98.53187%

3. That the beneficial ownership in the referenced oil and gas lease and leasehold estate as to the referenced land only, which is in the name of Petro-Search, Inc., is now actually owned as follows:

Beneficial Owner	Percent of Interest Retained
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	0.33854%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	0.38500%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	0.74459%
TOTAL	1.46813%

4. Except as herein modified, Statement of Beneficial Interest dated October 26, 1971, remains unchanged and is hereby ratified and confirmed.

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 31st day of January, 1974.

PETRO-SEARCH, INC.

ATTEST:

W. Monce
Assistant Secretary

By James K. Munn
Vice President
James K. Munn

By PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation, as General Partner of each limited partnership

ATTEST:

W. Monce
Asst. Secretary

By James K. Munn
Vice President
James K. Munn

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH, INC., a Delaware 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 first above written.

My Commission Expires:

Dec. 16, 1975

Notary Public

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation, General Partner of each limited 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 first above written.

My Commission Expires:

Dec. 16, 1975

Notary Public

140619

RECORDED February 15 1974 11:00 AM
IN BOOK 50 Oil & Gas PAGE 394
FEES $8.00 Elaine R. Calark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible]	✓
INDEXED	✓
CHECKED	✓

RATIFICATION
AND
RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated the 26th day of September, 1973, from Paul Bertagnolli and Evelyn Bertagnolli, husband and wife, and Flora Bertagnolli, a widow as Lessors, to Belco Petroleum Corporation as Lessee, recorded in Book 50, Page 125, of the Oil & Gas Records of Sublette County, Wyoming, is now owned by Belco Petroleum Corporation, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 112 West
Section 11: SW/SE
Section 12: SW/SW
Section 13: Lot 3; W/2NW
Section 14: E/2NE; NW/NE

Containing 316.64 acres, more or less

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Paul Bertagnolli, Evelyn Bertagnolli, and Flora Bertagnolli, the above named lessors, 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 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 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	DEPOSITORY	AMOUNT
Paul Bertagnolli and	North Side State Bank	$79.16
Evelyn Bertagnolli	Rock Springs, Wyoming	
Flora Bertagnolli	North Side State Bank	$79.16
	Rock Springs, Wyoming	

140767

RECORDED February 27 19 74 9:00 A M
IN BOOK 50 Oil & Gas PAGE 402
FEES $3.00 Irene R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Tyrka Deputy

403

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. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executed the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our signatures, this 25th day of October 19 73.

Paul Bertagnolli
Paul Bertagnolli

Evelyn Bertagnolli
Evelyn Bertagnolli

Flora Bertagnolli
Flora Bertagnolli

STATE OF WYOMING)
COUNTY OF Lincoln)

On this 25th day of Oct., 19 73, before me personally appeared Paul Bertagnolli and Evelyn Bertagnolli, 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.

Given under my hand and seal, this 25th day of Oct., 19 73.

Notary Public

My commission expires: Sept. 12-1974

STATE OF WYOMING)
COUNTY OF Lincoln)

On this 25th day of Oct., 1973, before me personally appeared Flora Bertagnolli, a widow 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.

Given under my hand and seal, this 25th day of Oct., 1973.

Notary Public

My commission expires: Sept. 12 - 1974

Form 3110–2
(September 1973)
(formerly 3120–19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

§44-13-003-00

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: Morton J. Davis
Street: 1245 Pier J. Ave.
City: Long Beach
State: CA
Zip Code: 90802

W 42782
(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: State: Wyoming County: Sublette

T 29 N, R 111 W, 6th Prin. Mer.

Sec 10: Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$
11: Lot 1, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$
14: All
15: $E\frac{1}{2}$
22: $E\frac{1}{2}$

U.S. Geological Survey reports lands in lease were within a known Structure on date of lease issuance.

Containing a total of	2559.44 acres	Annual Rental	$ 1280.00

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: JAN 1 1974

THE UNITED STATES OF AMERICA

By Leonard W. Lance
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

December 11, 1973
(Date)

140941

RECORDED March 13 19 74 9:00 A.M
IN BOOK 50 Oil + Gas PAGE 404
FEES $6.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kris Q. Yoke Deputy

For Claimant

LEASE TERMS

Sec. 2. *Rights of lessee.*—The lessee is granted the exclusive right to explore for, 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. 7. 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 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) *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, 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 [illegible] the leased lands, the proceeds therefrom, and the amount used for production purposes or unavoidably lost, a plat showing development and improvements on the leased lands, and such other reports concerning operations thereon as may be required by the lessor, including reports to be filed in the event of suspension or temporary abandonment of operations. 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 on acceptable forms 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.

(h) *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.

(i) *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 practices 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) 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 [illegible] relinquishment [illegible] or expiration of this [illegible] and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased lands, 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 performance 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 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 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 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. [illegible] U.S.C. Secs. [illegible] relating to contracts [illegible] the same [illegible]

400

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS
OIL AND GAS LEASE

Area Oil and Gas Supervisor
(Address) Geological Survey
P. O. Box 2859
Casper, WY 82601

Management Agency *(name and address)*
District Manager
Bureau of Land Management
P. O. Box 768
Pinedale, WY 82941

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the Area Oil and Gas Supervisor and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the Area Oil and Gas Supervisor shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (May 1973)

GPO 848 – 873

No occupancy or other surface disturbance will be allowed within 1000 feet of live streams. This distance may be reduced when specifically approved in writing by the District Manager, BLM.

In order to minimize watershed damage exploration, drilling, and other development activity will be limited to the period from June 1 to Feb. 28. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Manager, BLM.

Any existing BLM-controlled roads used for access to the lease will be maintained by the lessee in the same condition that they are in at the time that such use begins.

If a producing well is obtained, the operator will be expected to minimize the visual impact of permanent surface facilities, particularly in the vicinity of routes and sites used for outdoor recreation. The plan to provide feasible measures to achieve this goal must be approved by the Geological Survey.

Reclamation of areas disturbed as a result of lessee's operations will be done, insofar as possible, concurrently with operations.

[redacted] [redacted] [redacted]

408

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79105

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. U-42702

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Mesa Petroleum Co.
P. O. Box 2009
Amarillo, Texas 79105

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* January 1, 1974, 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)*

State of Wyoming, County of Sublette
T. 29 N., R. 111 W., 6th Prin. Mer.
Sec. 10: Lot 1, SE¼NE¼, W½NE¼, W½, SE¼
11: Lot 1, E½, E½W½, SW¼NW¼, W½SW¼
14: All
15: E½
22: E½
Containing a total of 2559.44 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.)* Two and One-half Percent (2½%) of 8/8ths overriding royalty
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2½%

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 January, 19 74

C. E. Strange
C. E. STRANGE (Assignor's Signature)

P. O. Box 61
(Assignor's Address)

Bakersfield, Calif. 93302
(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

140942
RECORDED March 13 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 409
FEES 4.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lois G. Yake Deputy

Assignment approved effective FEB. 1 1974

By Edward M. Gant
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 5 1974
(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

This form is [redacted]ted in lieu of the offici[redacted] and contains all of the pr[redacted]ns thereof as of the dat[redacted]ling of this assignment. Instant Press-1110 Fr St[redacted] Calif.

R I D E R

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.

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 a Delaware 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)* Lease Serial No. Wyoming 031828 (Kansas)
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 16 day of January, 19 74

ATTEST:

By Betty J. Slick
Ass't. Secretary

Mesa Petroleum Co.

By J. K. Larsen
(Assignee's Signature) Vice President

P. O. Box 2009, Amarillo, Texas 79105
(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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

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

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79105

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of January, 19 74, 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.

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA

My Commission Expires [redacted]

Notary [redacted]

Form 3120–19
(May 1968)

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

Raymond A. Lutz
610 E. So. Temple
Salt Lake City, UT 84102

W 42297
(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: State: Wyoming County: Sublette

T 31 N, R 114 W, 6th Prin. Mer., WY
Sec 33: E½
34: All
35: All

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 1600.00 acres	Annual Rental . . . . . $ 800.00

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 1973

THE UNITED STATES OF AMERICA

By Philip C Hamilton
(Signature of Signing Officer)

Chief, Br. of Lands &
Minerals Operations
(Title)

November 23, 1973
(Date)

141018

RECORDED March 18 19 74 8:00 A M
IN BOOK 50 Oil & Gas PAGE 412
FEES $5.00 Irene R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy Lyke Deputy

RECEIVED
DEC 12 1973

For Claimant

LEASE TERMS

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 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 unitization 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 current regulations and until such bond is filed not to enter upon 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, on 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 a penal sum of $10,000 with approved corporate surety, or in a deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in such 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 adviseble, 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) *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, 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 from the leased lands and the proceeds thereof, and the amounts used for production purposes or unavoidably lost, and to keep an accurate record of all operations, and to furnish copies of any records, plats, or reports the lessor may require with respect to the conduct of operations hereunder or the production and disposition of the leased substances.

(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) *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 [redacted] and other parties [redacted] relinquishment [redacted] exploration [redacted] there [redacted] and other excavations, remove or cover [redacted] 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 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 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 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 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 that may arise therefrom, and the provisions of Sec. [redacted] Revised Statutes of the United States, as amended, [redacted] Sec. 3 of [redacted] relating to contracts [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS
OIL AND GAS LEASE

Area Oil and Gas Supervisor
(Address) Geological Survey
P. O. Box 2859
Casper, WY 82601

Management Agency *(name and address)*
District Manager
Bureau of Land Management
P. O. Box 753
Pinedale, WY 82941

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the Area Oil and Gas Supervisor and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the Area Oil and Gas Supervisor shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

(Signature of Lessee) (Date)

* U.S. Government Printing Office:1973-784-258/2205 Region 8

415

In order to minimize watershed damage, during wet or heavy snow periods the Pinedale District Manager, Bureau of Land Management, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

Form 3109-3
(February 1971)

KINTZEL BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-42297

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Mesa Petroleum Co.
Box 2009
Amarillo, Texas 79105

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* 12-1-73, 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
Section 33: E½
Section 34: All
Section 35: All
containing 1600.00 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)* 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.)* Five percent of Eight-Eighths (5% 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 10th day of October, 1973

(Assignor's Signature)
Raymond A. Lutz

610 East South Temple
(Assignor's Address)

Salt Lake City, Utah 84102
(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.

141019

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 18 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 416
FEES $5.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lue & Clarke Deputy

Assignment approved effective DEC 1 1973

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 11 1974
(Date)

(1) 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

THE FOLLOWING CLAUSE IS MADE A PART OF THIS INSTRUMENT

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. Assignee's liability for loss of said lease prior to termination by law or lease terms shall be equal to 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 **Wyoming 0311828(Kansas)**
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 21 day of November, 1973

MESA PETROLEUM CO.

ATTEST:

By Bettie L. Teel
Ass't Secretary

By J. K. Kinzler
Vice President (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).

P.O. Box 2009, Amarillo, Texas 79105
(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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 10th day of December, 1973, personally appeared Raymond A. Lutz

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 May 30, 1976

Notary Public.

415

STATE OF TEXAS)
)
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 21 day of November 1973, by J. K. LARSEN, Vice President of MESA PETROLEUM CO., a Delaware corporation.

WITNESS my hand and official seal.

My Commission Expires:

6-1-75

Edna Dechaen
Notary Public

141020

RECORDED March 15 19 74 9:00 A M
IN BOOK 50 Oil + Gas PAGE 420
FEES $.7.50 Anna K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy Epice Deputy

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, COLORADO OIL AND GAS CORPORATION, a Delaware corporation, P. O. Box 749, Denver, Colorado 80201, hereinafter referred to as Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by CIG EXPLORATION, INC., P. O. Box 749, Denver, Colorado 80201, hereinafter referred to as Assignee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, sell, convey, transfer and assign unto the said Assignee all the right, title and interest of said Assignor in and to those certain oil and gas leases covering lands in the County of Sublette, State of Wyoming, as described in Exhibit "A" attached hereto and made a part hereof, subject to lessor's royalty, overriding royalties, other burdens on production, and agreements to which said leases may be subject.

TO HAVE AND TO HOLD the same forever.

This Assignment is executed, delivered and accepted without warranty of title except as to liens, encumbrances or adverse claims created by, through or under Assignor, but no further.

WITNESS the execution hereof this 1st day of March, 1974, same to extend to and be binding upon Assignor and its respective successors and assigns.

ATTEST:

Mary E. Edwards
Assistant Secretary

COLORADO OIL AND GAS CORPORATION

By C. W. McDermott
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

Before me, a Notary Public in and for said County and State, on this 1st day of March, 1974, personally appeared C W McDermott, 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.

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

My Commission expires:

Notary Public

BIG PINEY PROSPECT
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor	Date	Recording Book	Recording Page	CO&G Net Acres	Description
WY-17463-01	USA W-34465	6/ 1/72			1,080.00	E/2, S/2 NW/4, SW/4 Sec. 10, E/2 NE/4, SW/4 NE/4, W/2, W/2 SE/4 Sec. 11, Twp. 37N, Rge. 110W.
					1,080.00	

BIG SANDY PROSPECT
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor	Date	Recording Book	Recording Page	CO&G Net Acres	Description
WY-17464-01	USA W-34444	6/ 1/72			640.00	N/2 Sec. 23, N/2 Sec. 26, Twp. 28N, Rge. 104W.
					640.00	

FREMONT LAKE PROSPECT
Sublette County, Wyoming

Lease Number	Lessor	Date	Recording Book	Recording Page	CO&G Net Acres	Description
WY-21522-01	USA W-34462	12/1/73			600.00	SE/4 Sec. 2, NW/4 Sec. 11, N/2 NW/4, SW/4 NW/4 Sec. 14, Twp. 34N, Rge. 109W; NE/4 Sec. 35, Twp. 35N, Rge. 109W.
					600.00	

GREEN RIVER BLUFFS PROSPECT
Sublette and Sweetwater Counties, Wyoming

Lease Number	Lessor	Date	Recording Book	Recording Page	CO&G Net Acres	Description
WY-17462-01	State of Wyoming 72-9130	4/ 2/72			640.00	All Sec. 36, Twp. 28N, Rge. 110W.
WY-17619-01	USA W-34463	6/ 1/72			40.00	SW/4 NW/4 Sec. 1, Twp. 26N, Rge. 110W.
					680.00	

NEW YORK PROSPECT
Sublette County, Wyoming

Lease Number	Lessor	Date	Recording Book	Recording Page	CO&G Net Acres	Description
WY-17461-01	St. of Wyo. 72-9137	4/2/72			640.00	All Sec. 36, Twp. 37N, Rge. 111W.
					640.00	

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, FRED H. TAYLOR and PATRICIA TAYLOR, husband and wife, as ASSIGNORS, for and in consideration of Ten Dollars ($10.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, assign and convey the following overriding royalty:

An overriding royalty of 1% under Federal oil and gas lease Wyoming 12567, issued June 1, 1968, covering the following lands:

Township 31 North, Range 114 West, 6th P. M., Sublette County, Wyoming
Section 12: $E\frac{1}{2}$
containing 320.00 acres, more or less;

the overriding royalty hereby conveyed being 25% of the overriding royalty of 4% reserved to Fred H. Taylor in lease assignment dated October 9, 1969;

141051

RECORDED March 20 1974 9:50 A.M.
IN BOOK 50 Oil & Gas PAGE 426
FEES 2.00 Anna R Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lisa J. Lyke Deputy

unto the following ASSIGNEES, their respective heirs, successors and assigns, in the proportions stated opposite their respective names:

Name of Assignee	Address of Assignee	Proportion
Barlow & Haun, Inc.	311 South Center Casper, Wyoming 82601	50% or 1/2 of 1%
Carl E. Jenkins	Same	25% or 1/4 of 1%
Bayard D. Rea	Same	25% or 1/4 of 1%

To the extent to which the overriding royalty so reserved to either of ASSIGNORS shall be reduced by reason of failure of title, the overriding royalty herein conveyed shall be correspondingly reduced.

And for the same considerations, ASSIGNORS do hereby grant, bargain, sell, transfer, assign and convey unto ASSIGNEES, their respective heirs, successors and assigns, in the same proportions as above stated, 25% of the rights of reassignment and of any and all other related rights reserved to either of ASSIGNORS under (or otherwise acquired by either of them with respect to) the lease assignment above described.

WITNESS the signatures of ASSIGNORS, this 7th day of May, 1973.

Fred H. Taylor
Fred H. Taylor, ASSIGNOR

Patricia Taylor
Patricia Taylor, ASSIGNOR

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

ACKNOWLEDGMENT

The above and foregoing instrument was acknowledged before me this 7th day of May, 1973, by FRED H. TAYLOR and PATRICIA TAYLOR, husband and wife.

CHLORIS CHAPMAN
State NOTARY PUBLIC
My Com. Exp. Dec. 17, 1975
SEDGWICK COUNTY, KANSAS

Chloris Chapman
Notary Public, in and for the State of Kansas, residing at Wichita, Kansas

426

[redacted] DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEMENT

Serial No. E 024966A

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

141112

RECORDED March 25, 1974 9:02 A M
IN BOOK 50 Oil + Gas PAGE 428
FEES $8.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois F Yake Deputy

HELMET PETROLEUM CORPORATION
Suite 2904, Lincoln Center Bldg.
Denver, Colorado 80203

The undersigned, as owner of 10.4* percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1949, 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 113 West, 6th P.M.
Section 23: NW/4 NW/4
Sublette County, Wyoming
Containing 40.00 acres, more or less
This Assignment is made subject to all reassignment rights of previous Assignors and all lease burdens heretofore created.

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 98.53187%

4. What part of the record title interest is being retained by assignor(s)? 1.46813% of 10.4%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 9.375% of 98.53187% of 10.4%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 6% plus 32.50% of 1/8 of 8/8 overriding royalty interest in all oil gas produced and sold if average daily oil production is ~~more than~~ 25 barrels, if less than 25 barrels overriding royalty is 32.50% of 1/16 of 8/ overriding royalty convertible upon payout to a 16.25% working interest.

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 31st day of January, 19 74

PETRO-SEARCH, INC.

By James K. Munn
Vice President (Assignor's Signature) James K. Munn

825 Petroleum Club Bldg.
(Assignor's Address)

ATTEST:
By M H Monce
Ass't.Secretary

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:

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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

RIDER

This Assignment is subject to the terms and provisions of two certain General Assignments of Assets, each dated December 31, 1973 by and between 1968-1969 Petro-Search Fund Oil Exploration Program 69-1, 1968-1969 Petro-Search Fund Oil Exploration Program 69-2, 1968-1969 Petro-Search Fund Oil Exploration Program 69-3, 1968-1969 Petro-Search Fund Oil Exploration Program 69-4 and 69-5 Petro-Search 1969 Year-End Program, Petro-Search Oil & Gas Fund, Inc., Petro-Search, Inc. and Helmet Petroleum Corporation, one of which has an effective date of 11:59 p.m., December 31, 1973 and one of which has an effective date of 7:00 a.m., January 1, 1974. The interests hereby conveyed are the same as and not in addition to, the interest therein conveyed.

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 See W-8334
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 31st day of January, 1974

ATTEST:

Secretary

HELMET PETROLEUM CORPORATION

By J. P. Stolen

Vice - President (Assignee's Signature)

Suite 2904, Lincoln Center Building
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 Colorado }
COUNTY OF Denver } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On January 31, 1974, before me personally came the above named James K. Munn (who being by me duly sworn, did say that he is the Vice President of PETRO-SEARCH, 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: December 16, 1974

Notary Public
Residing at: County of Denver, State of Co

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 3100).

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 such 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.

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.

431

STATE OF COLORADO }
COUNTY OF DENVER } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On January 31, 1974, before me personally came the above named J.P. COLLINS (who being by me duly sworn, did say that he is the VICE President of HELMET PETROLEUM CORP.

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: May 4, 1976

Notary Public Margie Hahn
Residing at: Denver, Colorado

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.

AMENDMENT NO. 1

TO STATEMENT OF BENEFICIAL INTEREST

Re: Oil and Gas Lease from United States of America bearing Serial No. Evanston 024966-A, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Section 23: NW/4 NW/4

KNOW ALL MEN BY THESE PRESENTS:

Petro-Search, Inc., a Delaware corporation, qualified to own oil and gas leases from the United States in Case File Wyoming 2883, hereby states and declares:

1. On February 4, 1971, the undersigned executed a Statement of Beneficial Interest, setting forth the beneficial ownership of the referenced oil and gas Lease as to the referenced land only, which is in the name of Petro-Search, Inc.

2. The undersigned have by separate instruments, assigned and conveyed to Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced Oil and Gas Lease and leasehold estate, as to the referenced land only:

Beneficial Owner	Percent of Interest Conveyed
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	98.5281% of 23% (22.66146%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	99.3000% of 55% (54.61500%)
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	96.6155% of 22% (21.25541%)
TOTAL	98.53187%

3. That the beneficial ownership in the referenced oil and gas Lease and leasehold estate as to the referenced land only, which is in the name of Petro-Search, Inc., is now actually owned as follows:

Beneficial Owner	Percent of Interest Retained
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	0.33854%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	0.38500%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	0.74459%
TOTAL	1.46813%

4. Except as herein modified, Statement of Beneficial Interest dated February 4, 1971, remains unchanged and is hereby ratified and confirmed.

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 31st day of January, 1974.

PETRO-SEARCH, INC.

ATTEST:

By _____
Vice President
James K. Munn

_____
Assistant Secretary

1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-1
1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-2
1968-1969 PETRO-SEARCH FUND OIL EXPLORATION PROGRAM 69-3

By PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation

ATTEST:

_____
Asst. Secretary

By _____
Vice President
James K. Munn

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH, INC., a Delaware 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 first above written.

My Commission Expires:

Dec. 16, 1975

_____
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BEFORE ME, The undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1974, personally appeared James K. Munn, Vice President of PETRO-SEARCH OIL & GAS FUND, INC., a Delaware 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 first above written.

My Commission Expires:

Dec. 16. 1975

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 15th day of February, 1974 by and between Viola Siems, a widow, Daniel, Wyoming 83115

Party of the first part, hereinafter called lessor (whether one or more) and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more - - - - - - - - - - - - - - Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West of the 6th. P. M.
Section 11: S½SE¼. Section 12: SW¼SW¼
Section 13: N½, N½SE¼, NE¼SW¼
Section 14: E½NE¼, NW¼NE¼

and containing 680 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 (five) years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, unde[redacted]king, condition, or stipulation contained herein, nor shall it be or constitute a cause for the te[redacted] forfeiture, reversion or revesting of any e[redacted]erein and hereby created and set o[redacted]hall any such com-

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

Viola Siems (SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of February, 1974, personally appeared Viola Siems, a widow 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 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 12/5/76

W. E. Bailey
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 and _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____ Term _____

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 25th day of Feb., 1974, at 9:45 o'clock A.M., and duly recorded in Book 204, Page 435 of the records of this office.

Anne R. Clark
County Clerk—Register of Deeds.
By Lou Q. Clark Deputy.

When Recorded
Return to _____

STATE OF _____
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

437

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 15th day of February, 19 75
by and between William T. Wills and Anne W. Wills, husband and wife
of Bondurant, Wyoming 82922

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ----------One and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

For legal description see rider attached hereto and made a part hereof;

A-701- LUC
Sy

and containing ------- 68.72 ---------- acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 at Pinedale, Wyoming 82941 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Sixty Eight and .72/100---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

[redacted] [redacted] [redacted]

A portion of the N½SE¼NW¼ of Section 19 described by metes and bounds as follows: Beginning at point 1 which is 1980 feet South and 108 feet West of the North Quarter corner of said Section 19, thence West 1212 feet, thence North 660 feet, thence East 116 feet to the highway right-of-way fence, thence along the highway right-of-way 1303 feet to the point of beginning, containing 12.60 acres, more or less, lying wholly within the N½SE¼NW¼ of Section 19; and a tract of land in Section 19 described by metes and bounds as follows: Beginning at point No. 1 which is 2098 feet South of the North Quarter corner of Section 19, thence South 44 degrees 20 minutes East 600 feet along West right-of-way fence of highway 187 to Corner No. 2; thence South 45 degrees 40 minutes West 586.1 feet to Corner No. 3, thence North 838.9 feet to Corner No. 1, the point of beginning, containing 4.10 acres, more or less; and a portion of the SW¼NE¼ of Section 19 described by metes and bounds as follows: Beginning at a point 1, which is South 2640 feet and 315 feet East from the North Quarter corner of said Section 19, thence North 45 degrees 40 minutes East 148 feet, thence South 44 degrees 20 minutes East 150 feet, thence West 212 feet to the point of beginning, containing 0.25 acres, more or less, lying wholly within the SW¼NE¼ of Section 19; and a portion of the NW¼SE¼ of Section 19 described by metes and bounds as follows: Beginning at a point 1 which is South 2945 feet from the North Quarter corner of said Section 19, thence North 45 degrees 40 minutes East 438 feet, thence East 212 feet, thence South 44 degrees 20 minutes East 1282 feet, thence South 503 feet, thence West 1320 feet, thence North 1015 feet to point of beginning, containing 32.0 acres, more or less, lying wholly within the NW¼SE¼ of said Section 19; and a portion of the NE¼SE¼ of Section 19 described by metes and bounds as follows: Beginning at point 1 which is 3960 feet South and 1320 feet East of the North Quarter corner of said Section 19, thence North 503 feet, thence South 44 degrees 20 minutes East 710 feet, thence West 498 feet to the point of beginning, containing 2.87 acres, more or less, lying wholly within the NE¼SE¼ of said Section 19; and a portion of the N½SE¼SE¼ of Section 19 described by meres and bounds as follows: Beginning at point 1, which is South 3960 feet and East 1320 feet from the North Quarter corner of said Section 19, thence East 498 feet, thence South 44 degrees 20 minutes East 890 feet, thence West 1132 feet, thence North 660 feet to point of beginning, containing 12.80 acres, more or less, lying wholly within the N½SE¼SE¼ of said Section 19, all in Township 38 North, Range 113 West.

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)	x William T. Wills (SEAL)
_____ (SEAL)	William T. Wills (SEAL)
_____ (SEAL)	x Anne W. Wills (SEAL)
_____ (SEAL)	Anne W. Wills (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of February, 19 74, personally appeared William T. Wills and Anne W. Wills, 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 executed the same as the ir 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 2-17-75

Nancy M. Kenyon
Notary Public

My Commission Expires Feb. 17 1975

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

1111[illegible]

FROM	TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 25th day of March, 19 74, at 10:45 o'clock A.M., and duly recorded in Book 50 of the records of this office.

When Recorded Return to _____

By Laurie R. Clark
County Clerk—Register of Deeds.
Laurie R. Clark
Deputy.

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

[redacted] [redacted] [redacted]

3-4-1

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST AND REVERSION RIGHT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ANDOVER OIL COMPANY, herein called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey, transfer, assign and set over unto Marvin Wolf, hereinafter called "Assignee", the overriding royalties and reversion rights on the leases as set forth on Exhibit "A" attached hereto and made a part hereof covering various tracts of land located in the State of Wyoming.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto assignee, his successors and assigns forever.

This assignment is made without warranty of title either express or implied, and is subject to any pre-existing re-assignment obligations or conditions expressed in any underlying lease or assignment documents.

This assignment shall be effective as of April 15, 1972.

IN WITNESS WHEREOF, assignor has executed this instrument this 15th day of September, 1972.

ATTEST:

ANDOVER OIL COMPANY

President

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

RECORDED FEB 5 1974 AT 9 A.M.
IN BOOK 540 PAGE 349-7 GREEN RIVER, WYO.
NO. 439201 ALBERT B. VESCO, COUNTY CLERK

The foregoing instrument was acknowledged before me this 15th day of September, 1972, by Don Schuetzman President of Andover Oil Company.

141131 Witness my hand and official seal.

RECORDED March 26 1974 9:02 A.M.
IN BOOK 50 Oil & Gas PAGE 440
FEES 9.75 Annie R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

Ethel L. Swanson
Notary Public

My commission expires:

My Commission Expires July 20, 1976

CERTIFIED
to be a true and comparative copy
of the official records on file

96143

JAN 1 6 1974

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

STATE OF WYOMING)
COUNTY OF JOHNSON) ss.

This instrument was filed for record on Feb. 22 1974 at 10:55 A.M., and was duly recorded in Book 112 page 144-51 Fee $5.00

Register of Deeds.

Deputy

1972 SEP 19 AM 11 03

RECEIVED
LAND OFFICE
BUREAU OF LAND MANAGEMENT

440

EXHIBIT "A" PAGE 1 STATE OF Wyoming COUNTY OF Various

LEASE NO.	ORR Owner	County	DATE	DESCRIPTION	Acres	ORR %
[redacted]932	Andover Oil Company	Johnson	11/1/66	T. 48 N., R. 80 W., 6th P.M. Sec. 1: $SE\frac{1}{4}$ Sec. 10: $NE\frac{1}{4}$ Sec. 19: $E\frac{1}{2}E\frac{1}{2}$ Sec. 34: $SW\frac{1}{4}$	640.00	1% as to 87½%
W-2681	Andover Oil Company	Sweetwater	12/1/66	T. 25 N., R. 110 W., 6th P.M. Sec. 10: $N\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$	120.00	1%
W-6174	Andover Oil Company	Sublette	6/1/67	T. 29 N., R. 107 W., 6th P.M. Sec. 14: $N\frac{1}{2}$, $SW\frac{1}{4}$ Sec. 23: All Sec. 24: $NW\frac{1}{4}$	1280.00	1/8 of 1%
[redacted]103453-A	Andover Oil Company	Campbell	8/1/60	T. 50 N., R. 72 W., 6th P.M. Sec. 23: $NW\frac{1}{4}SE\frac{1}{4}$	40.00	1½%
W-0103453-D	Andover Oil Company	Campbell	8/1/60	T. 50 N., R. 72 W., 6th P.M. Sec. 23: $SW\frac{1}{4}NE\frac{1}{4}$	40.00	1½%
W-0274540	Andover Oil Company	Sweetwater	11/1/63	T. 25 N., R. 110 W., 6th P.M. Sec. 8: All Sec. 11: $N\frac{1}{2}NE\frac{1}{4}$	720.00	1/2 of 1%
W-0316369	Andover Oil Company	Sweetwater	5/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 10: $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$	120.00	1%
W-0316370	Andover Oil Company	Sweetwater	5/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 14: $SE\frac{1}{4}SE\frac{1}{4}$	40.00	1%
W-0316374	Andover Oil Company	Sweetwater	5/1/65	T. 26 N., R. 110 W., 6th P.M. Sec. 18: $E\frac{1}{2}$ Sec. 20: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $S\frac{1}{2}SW\frac{1}{4}$	880.00	1%
W-0318305	Andover Oil Company	Sweetwater	8/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 10: $S\frac{1}{2}NE\frac{1}{4}$	120.00	1%

441

EXHIBIT "A" PAGE 2 STATE OF Wyoming COUNTY OF Various

LEASE NO.	ORR Owner	County	DATE	DESCRIPTION	Acres	ORR %
W-0318306	Andover Oil Company	Sweetwater	8/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 7: Lots 1,2,3,4, E½, E½W½	638.72	1%
W-0318316	Andover Oil Company	Sweetwater	8/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 20: S½S½ Sec. 21: NE¼SW¼	200.00	1%
W-0318317	Andover Oil Company	Sweetwater	8/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 29: N½	320.00	1%
W-0320793-A	Andover Oil Company	Sweetwater	12/1/65	T. 25 N., R. 110 W., 6th P.M. Sec. 11: N½NW¼	80.00	1%
W-0321673	Andover Oil Company	Sweetwater	2/1/66	T. 13 N., R. 103 W., 6th P.M. Sec. 1: Lots 5,6,7,8 Sec. 2: Lots 5,6,7,8 Sec. 3: Lots 5,6,7,8, S½N½ Sec. 4: All Sec. 5: Lots 5,6,7,8, S½N½, SE¼	1758.96	2%
W-0322482	Andover Oil Company	Sublette	6/1/66	T. 28 N., R. 106 W., 6th P.M. Sec. 23: N½, SE¼	480.00	3-1/8%
W-0322484	Andover Oil Company	Sublette	6/1/66	T. 27 N., R. 106 W., 6th P.M.: Sec. 21: N½, N½S½ Sec. 22: N½, N½S½ Sec. 23: N½, N½S½ Sec. 24: NW¼ T. 28 N., R. 106 W., 6th P.M. Sec. 25: All	2240.00	3-1/8%

442

EXHIBIT "A" PAGE 3 STATE OF Wyoming COUNTY OF Sublette

AGE NO.	ORR Owner	County	DATE	DESCRIPTION	Acres	ORR %
[redacted]/35	Andover Oil Company	Sublette	4/1/66	T. 27 N., R. 106 W., 6th P.M. Sec. 17: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $NW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$ Sec. 20: $NE\frac{1}{4}NE\frac{1}{4}$	640.00	2-1/8%
223083	Andover Oil Company	Sublette	3/1/66	T. 29 N., R. 106 W., 6th P.M. Sec. 29: $N\frac{1}{2}NW\frac{1}{4}$ Sec. 30: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$ Sec. 31: $E\frac{1}{2}$ Sec, 32: $S\frac{1}{2}$ Sec. 33: $SW\frac{1}{4}$	1178.56	2-1/8%
223102	Andover Oil Company	Sublette	3/1/66	T. 34 N., R. 109 W., 6th P.M. Sec. 19: $E\frac{1}{2}NE\frac{1}{4}$ Sec. 20: All	720.00	2-1/8%
[redacted]353	Andover Oil Company	Sublette	4/1/66	T. 28 N., R. 106 W., 6th P.M. Sec. 5: Lots 5,6	96.46	2-1/8%
223374	Andover Oil Company	Sublette	4/1/66	T. 32 N., R. 111 W., 6th P.M. Sec. 9: $E\frac{1}{2}NE\frac{1}{4}$ Sec. 10: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ Sec. 15: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$ Sec. 22: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ Sec. 26: $NW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	1160.00	2-1/8%

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 1 61974
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

443

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-2690

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Marvin Wolf, P. O. Box 1715 Denver, Colorado 80201, 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
W. R. Smith, Trustee for Wendy Louise Wolf Trust #1	First City National Bank Building Houston, Texas 77002	1/4 of 1%
W. R. Smith, Trustee for Lawrence Howard Wolf Trust #1	First City National Bank Building Houston, Texas 77002	1/4 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:

T. 27 N., R. 111 W., 6th P.M.
Section 31: Lots 1-7 incl., $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 32: Lot 1

(effective date of first production)

containing 592.69 acres, more or less.

WITNESS our hands this 19th day of March, 19 74

Marvin Wolf, Assignor

STATE OF COLORADO)ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 19th day of March, 1974, by Marvin Wolf.
Witness my hand and official seal.

Notary Public J. M. Martin

My commission expires March 21, 1977

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

My commission expires

141162

RECORDED March 28 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 444
FEES $2.00 Muriel Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Faith Tyrrell Deputy

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-2690

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Elaine Wolf

311 South Magnolia Street, Denver, Colorado 80222,

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
William Amrhein, Trustee for Lori Marsha Wolf Trust #2	P. O. Box 264, Cheyenne, Wyoming 82001	1½%

being in all a total of an undivided One and one-half 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:

T. 27 N., R. 111 W., 6th P.M.
Section 31: Lots 1-7 incl., NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 32: Lot 1

(effective date of first production)

containing 592.69 acres, more or less.

WITNESS our hands this 19th day of March, 1974.

Elaine Wolf
Elaine Wolf, Assignor

STATE OF COLORADO)ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 19th day of March, 1974, by Elaine Wolf.

Witness my hand and official seal.

J. M. Martin
Notary Public J. M. Martin

My commission expires March 21, 1977

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

My commission expires ____

141185

RECORDED April 1 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 445
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

FORM 4246 (Rev. 1)

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, TEXACO Inc., a Delaware Corporation, P.O. Box 2100, of Denver, Colorado 80201 (Post Office Address)
State of _____, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a cert...
oil and gas lease dated November 15, 1973, executed by Gordon M. Mickelson as President of
Reservoir Ranch Company, Inc., of Big Piney, Wyoming 83113 (Post Office Address)
State of _____, as Lessor(s) to TEXACO Inc.
of P.O. Box 2100, Denver (Post Office Address), State of Colorado, (named therein as Lessee) upon the followin...
described real estate situated in the County of Sublette, State of Wyoming

Township 30 North, Range 112 West
Section 20: $E\frac{1}{2}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 22: $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$
Section 29: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

141186
RECORDED April 1 19 74 9:00 A.M.
IN BOOK 50 Oil + Gas PAGE 446
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J Yake Deputy

Said lease being recorded in Book 50, Page(s) 315, of the records of said County; and

WHEREAS, The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, is the owner and holder of mortgage(s) and/or sale contract upon all or part of the above-described real estate, as follows:

A mortgage to The Federal Land Bank of Omaha dated June 16, 1966, for $155,000.00, recorded in Book 20, Page(s) 193, of the records of said County; a mortgage to the Land Bank Commissioner, now owned by The Federal Land Bank of Omaha, recorded in Book _____, Page(s) _____, of the records of said County; a sale contract dated _____, recorded in Book _____, Page(s) _____, of the records of said County.

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of debts secured by the above-described instruments, in such proportions as The Federal Land Bank of Omaha, in its sole discretion may deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, are due or not due; or said mortgagee may, at its option, turn over and deliver to the Lessor(s) and/or other parties entitled thereto, all or any part of said amounts, without prejudice to take and retain any future amount or amounts, and without prejudice to any of its other rights under said instrument(s).

3. This assignment is executed as additional security for the payment of the described mortgage and the note secured thereby; upon payment in full of said mortgage debt, this assignment shall become inoperative and void. A satisfaction or release of said mortgage shall have the same force and effect as a full and complete release and reassignment by separate instrument of any interest acquired hereunder.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of the parties mentioned herein, shall be and remain in full force and effect until the Lessee is notified by The Federal Land Bank of Omaha of the satisfaction of the mortgage debt or of the completed performance of the sale contract.

Dated: November 15, 1973

RESERVIOR RANCH COMPANY, INC.

By: Gordon M Mickelson
Gordon M. Mickelson - President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

On November 15, 1973, before me personally came Gordon M. Mickelson as President of Reservoir Ranch Company, Inc.
to be known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

Dennis H. Wasserburger-Notary Public
County of Sublette
My Commission Expires April 17 1975

My commission expires _____

Notary Public in and for said County and State.

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all amounts due or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND 12-18-73

TEXACO Inc.

By L. B. Kornholt
AGENT AND ATTORNEY-IN-FACT

CORPORATE ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 18th day of December, 1973, by L. B. Kornholt, Agent and Attorney-in-Fact of TEXACO Inc.

Witness my hand and official seal.

Joan E. Kelsue
Notary Public

My commission expires: September 10, 1977

My commission expires _____ Notary Public in and for said County and ...

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the foregoing assignment, the provisions of which are made a part hereof by reference, The Federal Land Bank of Omaha subordinates its mortgage(s) or title to and in favor of said lease only.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused this instrument to be executed by the officers authorized by its Board of Directors to execute instruments in its behalf and its corporate seal to be affixed hereto March 15, 1974.

THE FEDERAL LAND BANK OF OMAHA

By Raymond C. Schlader
Raymond C. Schlader Vice President

Attest: Allan J. Everist
Allan J. Everist ~~Secretary~~ Asst. Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On March 15, 1974, before me, Lorraine D. Adkins, a Notary Public in and for Douglas County, Nebraska, personally appeared Raymond C. Schlader, to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said Raymond C. Schlader acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

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

My commission expires _____

LORRAINE D. ADKINS
GENERAL NOTARY
State of Nebraska
My Commission Expires
December 15, 1976

Notary Public in and for Douglas County, Nebraska.
Lorraine D. Adkins - Notary Public

ASSIGNMENT OF PROCEEDS OF LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

TO

STATE OF _____ }
_____ COUNTY } ss.

This instrument was filed for record on the ____ day of _____, 19__, at ____ o'clock and ____ minutes ____, M., and duly recorded in Book _____, Page _____, of the records of said County.

(Official title)

Deputy

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 23rd day of February, 19 74

by and between Karl H. Johnson, Inc., a Wyoming Corporation, Box 7, Jackson, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more - - - - - - - - - - - - - - - - - - Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 36 North, Range 114 West of the 6th.P. M.
Section 2: N½SW¼, SW¼SW¼, N½SE¼
Section 3: S½SE¼. Section 9: SE¼NE¼, N½SE¼
Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼

and containing 480 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Jackson State Bank at Jackson, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well is shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include any well capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalty provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other mineral substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rents. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such

8 32599 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof, and with any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

ATTEST:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Karl M. Johnson (SEAL)
PRESIDENT

_____ (SEAL)

Eleanor Jean Napieralski (SEAL)

_____ (SEAL)

STATE OF Wyo }
COUNTY OF Tton } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of February, 19 74, personally appeared Karl M. Johnson ~~and Eleanor Jean Napieralski~~ and Eleanor Jean Napieralski, 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 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 May 6, 1975

Virginia Blair
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease
14137

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 1st day of April, 1974, at 10:15 o'clock A.M., and duly recorded in Book 50 of the records of this office. Page 448

Return to _____

When Recorded

By _____

Clerk
County Clerk—Register of Deeds.

_____ Deputy.

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 15th day of February, 19 24

by and between N. V. Sanders and Clover J. Sanders, his wife, Kaysville Utah, 84037

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more - - - - - - - - - - - - - - - - Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West of the 6th. P. M.

Section 1: N½SW¼, SE¼SW¼, SE¼	Section 10: N½NE¼, SE¼NE¼, SW¼NW¼, NW¼SW¼, S½SW¼, SE¼
Section 2: SE¼, E½SW¼	Section 11: S½NW¼, NW¼NW¼
Section 3: S½SE¼	Section 12: NE¼, E½NW¼
Section 8: SE¼NE¼, SE¼	Section 15: N½NW¼
Section 9: E½, SW¼, S½NW¼	

and containing (+ 2.5 acres) 2160 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ 5 years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Barnes Banking Company 84037 Bank at Kaysville, Utah or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand One Hundred Sixty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalty provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

8 32598 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL) N. V. Sanders (SEAL)

_____ (SEAL) Clover J. Sanders (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Utah }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of February, 1974, personally appeared N. V. Sanders and Clover J. Sanders, his 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 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 Oct 4, 1977

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 s described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease
1411398

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Utah }
COUNTY OF Duchesne } SS.

This instrument was filed for record on the 1st day of April, 1974, at 10:15 o'clock A. M., and duly recorded in Book 50 of Page 450 of the records of this office.

Duane R. Clark
County Clerk—Register of Deeds.
By Lynn L. Yates Deputy.

When Recorded Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

ASSIGNMENT OF OPERATING RIGHTS

Federal Serial No. WY 692

Effective Date of Base Lease 5/1/51

THE UNDERSIGNED, as owner of certain Oil and Gas Operating Rights in and to the below designated Oil and Gas Lease, does hereby transfer and assign to:
EXETER DRILLING AND EXPLORATION COMPANY, of 2300 Lincoln Center Building, Denver, Col. 80203
INTER-AMERICAN PETROLEUM CORPORATION, of 609 E. Speer Boulevard, Denver, Col. 80203
HIGH CREST OILS, INC., of 1201 Security Life Building, Denver, Col. 80202

the below specified interest in and to the said Operating Rights insofar as said rights pertain to:
From the surface down to a stratigraphic equivalent depth as found in Belco Fed. No. 5-2 Well at 4695', located in Sec. 2: NW¼NW¼, T. 28N., R. 112W., 6th P.M., Sublette County, Wyoming

1. Lands affected by this Assignment: Lease No. WYOMING 053451 A
T. 28 N., R. 112 W., 6th P.M., Sublette County, Wyoming:
Sec. 10: NW¼NE¼
40.00 acres

2. Operating Rights Interest of Assignor in above described lands: 100%

3. Extent of Operating Rights Interest herein conveyed to Assignees: 60% of 100%, as follows:

EXETER DRILLING AND EXPLORATION COMPANY	-	45.00%
INTER-AMERICAN PETROLEUM CORPORATION,	-	7.50%
HIGH CREST OILS, INC.	-	7.50%

4. Overriding Royalty or Production Payments reserved herein to Assignors: (Percentage only) None

5. Overriding Royalties or Production Payments previously reserved: (Percentage only) 3%

6. This ASSIGNMENT is made subject to all the terms, conditions and provisions of that certain Farmout and Operating Agreement, dated 10/19/73, and Amendments thereto, by and between
BELCO PETROLEUM CORPORATION,
DEPCO, INC.,
OIL RESOURCES, INC.,
CHARLES GETZLER and
EXETER DRILLING AND EXPLORATION COMPANY

IT IS UNDERSTOOD AND AGREED that this ASSIGNMENT OF OPERATING RIGHTS is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or burdens on production.

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

EXECUTED THIS 25 DAY OF FEBRUARY, 1974.

Charles Getzler

CHARLES GETZLER

56 West 45th Street, New York, N.Y. 10017

141228

RECORDED April 4 1974 9:00 A M
IN BOOK 50 Oil + Gas PAGE 452
FEES $3.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Enid J. Frahm Deputy

50 Oil & Gas 452

STATE OF NEW YORK

COUNTY OF NEW YORK SS.:

On this 28th day of FEBRUARY, 1974, before me personally appeared CHARLES GETZLER, 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 of office the day and year first above written.

My Commission Expires:

Reba Rosenblum

Reba Rosenblum

Lease: WALTER C. YOSE and AMANDA YOSE

Effective Date of Lease: 12/21/71

THE UNDERSIGNED, as owner of certain Oil and Gas Operating Rights in and to the below designated Oil and Gas Lease, does hereby transfer and assign to:

ENETER DRILLING AND EXPLORATION COMPANY, of 2300 Lincoln Center Building, Denver, Col. 80203
INTER-AMERICAN PETROLEUM CORPORATION, of 609 E. Speer Boulevard, Denver, Col. 80201
HIGH CREST OILS, INC., of 820 Security Life Building, Denver, Col. 80202

the below specified interest in and to the said Operating Rights insofar as said rights pertain to:
From the surface down to a stratigraphic equivalent depth as found in the Belco Federal No. 1-27 Well at 3951', located in Sec. 27: NW¼NE¼, T.28N., R.112W., 6th P.M., Sublette County, Wyoming

1. Lands affected by this Assignment: Lease: WALTER C. YOSE and AMANDA YOSE
T. 28 N., R.112 W., 6th P.M., Sublette County, Wyoming:
Sec. 26: S½SW¼
35: Lot 4, NW¼NW¼
161.92 acres

2. Operating Rights Interest of Assignor in above described lands: 100%

3. Extent of Operating Rights Interest herein conveyed to Assignees: 50% of 100%, as follows:
ENETER DRILLING AND EXPLORATION COMPANY - 37.50%
INTER-AMERICAN PETROLEUM CORPORATION - 6.25%
HIGH CREST OILS, INC. - 6.25%

4. Overriding Royalty or Production Payments reserved herein to Assignors: (Percentage only)
None

5. Overriding Royalties or Production Payments previously reserved: (Percentage only)
None

6. This ASSIGNMENT is made subject to all the terms, conditions and provisions of that certain Farmout and Operating Agreement, dated 10/10/73, and Amendments thereto, by and between BELCO PETROLEUM CORPORATION, DEPCO, INC., OIL RESOURCES, INC., CHARLES GETZLER and ENETER DRILLING AND EXPLORATION COMPANY

IT IS UNDERSTOOD AND AGREED that this ASSIGNMENT OF OPERATING RIGHTS is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or other burdens on production.

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

EXECUTED THIS 28th DAY OF FEBRUARY, 1974.

ATTEST:

Charles P. Savage, Secretary

BELCO PETROLEUM CORPORATION

By _____
Jack Salter, Senior Vice President
630 Third Avenue, New York, N.Y., 10017

141229

RECORDED April 4 1974 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 454
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

454

ACKNOWLEDGMENTS

STATE OF NEW YORK
COUNTY OF NEW YORK SS.:

On this 28 day of FEBRUARY, 1974, before me personally appeared JACK SALTZ, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of BUFFALO PETROLEUM CORPORATION; that the seal affixed to said 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 JACK SALTZ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal of office.

My Commission Expires:

REBA ROSENBLUM
NOTARY PUBLIC, State of New York
No. 03-8884123
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

Reba Rosenblum, Notary Public

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. [redacted]560

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

111375

RECORDED April 6, 1972 9 00 A.M.
IN BOOK 50 Oil & Gas PAGE 456
FEES 5.00 Anne R. Oberle COUNTY CLERK
SUBLETTE COUNTY CLERK
By Alma G. Clyde Deputy

1. Gun Oil Company (Delaware)
P. O. Box 2039
Tulsa, Oklahoma 74102

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) 11-1-72, 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)

State of Wyoming, County of Sublette
T. 32 N., R. 114 W., 6th Prin. Mer.
Sec. 27: NE¼
T. 32 N., R. 115 W.,
Sec. 13: All
36: All
containing 1427.61 acres, more or less

R I D E R

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.

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or state)* 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.)* Two Percent (2%) of 8/8ths overriding royalty

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 1%

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 25 day of September, 19 73

C. E. Strange
(Assignor's Signature)

C. E. STRANGE

P. O. Box 61
(Assignor's Address)

Bakersfield, Calif. 93302
(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:

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

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

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. Postal Instant Press-1810 Eye St., Bkfd., Calif.

PART I

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

ES BLM 066100
U-047077

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 24[illegible]60 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 24 day of December, 1973

SUN OIL COMPANY (DELAWARE)

By: C. E. Strange
(Assignee's Signature)

C. E. 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, 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 assignment 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 lease segment 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. *Corporation of assignee*

1. 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) states the percentage of ownership controlling more than 10% of 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 any 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 assignee must submit a list giving the names of other interested parties. If there are other parties interested in the assignment, a true statement must be signed by each and assignee must give 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.

STATE OF California } ss.
COUNTY OF Kern }

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 25th day of September, 19 73, 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 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

MARCH 8, 1977

453

STATEMENT OF INTEREST OF ATTORNEY-IN-FACT
43 CFR 3122.2(d) (1)

I, [redacted], the Attorney-in-Fact who executed the Request for Approval of Assignment of United States Oil and Gas Lease bearing Serial No. [redacted] 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, 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 December, 1973.

V. L. Smith

STATE OF Oklahoma

COUNTY OF Tulsa

On December 21, 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.

Notary Public in and for said State

My Commission Expires:

Dec. 4, 1974

OIL AND GAS LEASE

26th , November 73

Edith Smith or Alva Smith, her husband; or Hazel Mae Harris

Randolph, Utah 84064

whether one or more) and

Thomas F. Strook

P. O. Box 2075, Casper, Wyoming 82601

hereinafter called lessee:

Ten and More - - - - - - - - - - - - - - - - DOLLARS

$10.00 ... in hand paid, receipt of which is hereby acknowledged, ... hereinafter contained on the part of the lessee to be ... and let ... exclusively unto said lessee, with the exclusive ... from oil, gas, casinghead gas, casinghead gasoline, and laying pipe lines, ... and other structures thereon to produce, save and take care of said products, ... and any and all other rights and privileges ... for the production, saving, and taking care of oil, gas ... all that certain tract of land situated in the County of

Sublette Wyoming, described as follows, to-wit:

Township 27 North, Range 112 West, 6th P.M.
Section 27: Lots 8, 9, 10, 11 and the bed of
Green River Riparian to Lots 8, 9, 10, 11

Section 26: Lots 2, 3, 4, 10, NE¼NW¼, NW¼NW¼ and the
bed of Green River Riparian to Lots
2, 3, 4, 10

... Five (5) and containing 376.88 acres, more or less.

... this lease shall remain in force for a term of 5 Years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any ... provided ... the expiration of the primary term of this lease ... oil or gas ... then this lease shall continue in force so long as drilling operations are being ... on the leased premises.

... the said lessee covenants and agrees:

... 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 ... 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 ... storage tanks.

... 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 ... Fifty ... 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 ... 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 ... the use of said gas to be at the lessor's sole risk and expense.

... 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 ... for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

... 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 ... to the lessor or to the lessor's credit in the First National Bank Bank at

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

Three Hundred Seventy Six and 88/100 - - - - - - DOLLARS, which shall operate as a rental and cover the ... commencement of a well for twelve months from said date ... like payments or tenders the commencement of a well may ... 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, ... the rental date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges ... 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.

... 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 ... 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 ... the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption ... the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force ... no interruption in the rental payments.

... 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 ... proportionately.

... without the written consent of the lessee ... to be used for the purpose of exploring, developing or operating ...

... interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided ... undivided fee.

... free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

... lessee shall bury its pipe lines below plow depth.

... nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

... damages caused by its operation to growing crops on said land.

... to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

... is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the covenants and implied ... successors and assigns; and in the event of an assignment or subletting by lessee, ... the covenants or conditions of ... rentals or royalties shall be binding on the lessee until after the lessee has been ... and in the event this lease shall be assigned or sublet as to a part or parts of the ... or parts shall fail or make default in the payment of the proportionate part ... in so far as it covers a part or parts of said lands as to which the said lessee ... due payment of said rental.

... may withhold payments thereof unless and until all parties designate, in writing, ... hereunder, and to execute division and transfer orders on behalf of said ...

... and agrees that the lessee shall have the right at any time to pay or redeem any ... and be subrogated to the rights of the holder thereof, and lessee ... from any amounts of money which may become due the lessor ...

... shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated ... in damages, for failure to comply ... if compliance is prevented by, or if such failure is the result of, any such law, ...

... deposit rental in any National Bank located in same county with last named ... address.

... should any person ... having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as ...

... any unit plan of development or operation which is approved by ... the land covered hereby and included in the unit, ... operation of a well on any portion of ... under the terms of this lease as to all of the lands covered ...

... this lease and waive all rights under and by virtue of the homestead ... of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, we sign the day and year first above written.

... presence of:

Edith Smith (SEAL)

Edith Smith

(SEAL)

Alva Smith (SEAL)

Alva Smith

(SEAL)

(SEAL)

STATE OF Utah }
COUNTY OF Juab } 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 28th day of April, 1974, personally appeared Edith Smith, or Alva Smith, her husband

and Hazel Mae Harris

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 7/22/77. Eileen B. Spencer
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

[redacted]

[redacted]

Filed
No.
FROM

TO

[redacted]

County

Instrument was filed for record on the 17th
April 1974, at
o'clock A M., and duly recorded in
50 Oil & Gas Page 460
of the records of this office.
Fee: 3.00
Vera R. Clark
County Clerk.
Deputy.
When recorded return to

[redacted]

WATTS ALME PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

74

Kenneth Bartlett, married man; Victor Bartlett, a single man; William Maloney, married; Elsie Terrell, a married woman; Albert Bartlett, a married man; Angelo Bartlett, married

801 Pine Avenue, Kemmerer, Wyoming 83101 ... whether one or more, and

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 ... covenants hereinafter contained on the part of the lessee to ... exclusively unto said lessee, with the ... of oil, gas ... all that certain tract of land situated in the County of

... Wyoming, described as follows, to-wit:

Township 21 North, Range 112 West, 6th P. M.

Section 20: Lots 8, 9, 10, 11 and the bed of Green River riparian to Lots 8, 9, 10, and 11

Section 21: Lots 2, 3, 4, 10, NE¼NW¼, NW¼SE¼ and the bed of Green River riparian to Lots 2, 3, 4, 10

... Five (5) years ... 376.88 acres, more or less, ... casinghead gas, casinghead gasoline ... primary term of this lease ... drilling operations are being ...

... the equal one-eighth part of all oil produced and saved from ... price for oil of like grade and gravity prevailing on the day such ...

... for gas from wells where gas only is found and where not ... such well shall be held to be a producing well. The ... principal dwelling house on said land by making his own connections ...

... for the manufacture of casinghead gasoline, one-eighth, of the market price at the ... to be made monthly.

... this lease shall terminate as to both parties, unless the lessee on or before that date ...

First National Bank ... Bank at

Kemmerer, Wyoming 83101 ... depository regardless of changes in the ownership of said land, the

Three Hundred Seventy Six and 88/100 (376.88) - - DOLLARS, which shall operate as a rental and cover the ... the commencement of a well for ... payments or tenders ... by check or draft of lessee or any assignee thereof ... the down payment, covers not only the privilege ... and any and all other rights conferred ...

... if a second well is not commenced on said land within twelve months ... unless the lessee on or before the expiration of ... And it is agreed that upon the resumption of ... the payment of rentals and the effect thereof, shall continue in force ...

... and liabilities thereafter to accrue, as to the land ... shall be reduced proportionately.

... or licensed by the lessor to any other party for the ... used for the purpose of exploring, developing or operating ...

... then the royalties and rentals herein provided ...

... said land for its operation thereon, except water from wells of lessor.

... without the written consent of the lessor.

... premises, including the right to draw and remove casing.

... in whole or in part is expressly allowed, the express and implied ... and in the event of an assignment or subletting by lessee ... this lease shall be assigned or sublet as to a part ... shall fail or make default in the payment of the ... a part or parts of said lands as to which the said lessee ...

... may withhold payments thereof unless and until all parties designate, in writing ... due hereunder, and to execute division and transfer orders on behalf of ...

... that the lessee shall have the right at any time to pay for lessor any ... the lessor, and be subrogated to the rights of the holder thereof, and lessee ... amounts of money which may become due the lessor under the terms ...

... shall not be ... or if such failure is the result of, any such Law, ...

... in any National Bank located in same county with first named ...

... or should any one or more of the parties named above as ...

... in any unit plan of development or operation which is approved by ... in order to make it effective as to the interests ... covered hereby and included in the unit, based upon the ... portion of the area included ... under the terms of this lease ... of the land covered by the lease ...

... rights under and by virtue of the ... this lease is made as recited herein.

Lessee is directed to make all bonus and rental payments due under the terms of this lease to First National Bank at depository named above.

IN WITNESS WHEREOF, ...

Kenneth Bartlett (SEAL)

William Maloney

Victor Bartlett (SEAL)

Elsie Terrell (SEAL)

(SEAL)

(SEAL)

Albert Bartlett

Angelo Bartlett (SEAL)

STATE OF [illegible])
) SS.
COUNTY OF [illegible])

INDIVIDUAL ACKNOWLEDGMENT

I, [illegible], a Notary Public in and for said County and State, do hereby certify that [illegible], 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 [illegible] day of [illegible], 19[illegible].

My Commission Expires: [illegible]

Notary Public in and for said County and State, residing at [illegible].

STATE OF [illegible])
) SS.
COUNTY OF [illegible])

INDIVIDUAL ACKNOWLEDGMENT

[illegible], a Notary Public in and for said County and State, do hereby certify that [illegible], 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 [illegible] day of [illegible], 19[illegible].

My Commission Expires: Dec. 6, 1977

Notary Public in and for said County and State, residing at [illegible].

STATE OF California)
) SS.
COUNTY OF Solano)

OFFICIAL SEAL
DOROTHY W. PUNE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SOLANO COUNTY
My Commission Expires April 23, 1977

INDIVIDUAL ACKNOWLEDGMENT

I, [illegible], a Notary Public in and for said County and State, do hereby certify that [illegible], 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 his 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 22nd day of February, 1974.

My Commission Expires: Sept. 2, 1977

Notary Public in and for said County and State, residing at [illegible].

(SEAL)

Notary Public.

My Commission expires.....

No.....

FROM

TO

County,

I hereby certify that the within instrument was filed for record on the 17th day of April A.D. 1974, at 8 o'clock A M., and duly recorded in Vol. A of Off. Rec. Page 462

Fees: $4.00

Witness my hand and official seal of this office.

Ex. Clark, County Clerk.

By ....., Deputy.

When recorded return to

W. A. BLUE PRINT CO., OAKLAND, CALIFORNIA

RA-259 (5/60) Printed in U.S.A.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

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 ___his___ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given ___my hand and official seal this ___ day of _____, 19___.

My Commission Expires: _____

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

RA-259 (5/60) Printed in U.S.A.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

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 ___his___ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given ___my hand and official seal this ___ day of _____, 19___.

My Commission Expires: _____

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

RA-259 (5/60) Printed in U.S.A.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

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 ___his___ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given ___my hand and official seal this ___ day of _____, 19___.

My Commission Expires: _____

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

RA-259 (5/60) Printed in U.S.A.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

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 ___his___ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given ___my hand and official seal this ___ day of _____, 19___.

My Commission Expires: _____

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

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-34961

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That F. L. SHOGRIN
P.O. Box 5752, Denver, Colorado 80217
, 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
CAROLYN L. SHOGRIN	P.O. Box 5752 Denver, Colorado 80217	1/4 of 7/8 of 1% of 100%

Being in all a total of an undivided One-Fourth of 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 1/4, NE 1/4 NW 1/4, S 1/2 NW 1/4, S 1/2
Section 21: S 1/2 N 1/2, S 1/2

141515

RECORDED April 22, 19 74 9:08 A M
IN BOOK 50 Oil & Gas PAGE 466
FEES $2.00 Anne P Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda J Clarke Deputy

Containing 1080.00 acres, more or less.

WITNESS our hands this 30th day of March, 19 74

F. L. Shogrin
F. L. SHOGRIN

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 30th day of March, 19 74, before me personally appeared F. L. SHOGRIN the signer of the above instrument, who duly acknowledged to me that he executed the same.

Priscilla Daylor
Notary Public
Residing in Denver, Colo.

My commission expires:
11 9 77

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
STATE OF WYOMING OIL AND GAS LEASE 71-15576
STATE LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That F. L. SHOGRIN

Box 5752, Denver, Colorado 80217

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
CAROLYN L. SHOGRIN	Box 5752 Denver, Colorado 80217	1/4 of 1-1/4% of 8/8ths

Being in all a total of an undivided One-Fourth of 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

141516

RECORDED April 22 19 74 9:00A M
IN BOOK 50 Oil & Gas PAGE 467
FEES $2.00 Anne Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yorke Deputy

containing 320.00 acres, more or less.

WITNESS our hands this 30th day of March, 1974.

Witnesses:

F. L. SHOGRIN

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 30th day of March, 1974, before me personally appeared F. L. SHOGRIN the signor of the above instrument, who acknowledged to me that he executed the same.

My commission expires:
Public 11-9-77

Notary Public
Residing in Denver, Colo.

141542

RECORDED April 23 1974 9:00 A M
IN BOOK 5 Oil + Gas PAGE 468
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois Lytle Deputy

Lease #190666

Ratification of Lease
Rocky Mountain Form 3
August, 1968

RATIFICATION AND RENTAL STIPULATION

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned (whether one or more) owns an interest in the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, subject to the following described oil and gas lease (herein called "said lease"), to-wit:

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

Lessee: J. Donald Miller

Dated: March 14, 1972

Recorded: April 26, 1972, Reception No. 130760, 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.

and

WHEREAS, the undersigned desires to ratify said lease and to stipulate as to the amount of any delay rentals which may become payable under the terms of said lease with respect to the interest of the undersigned in said lands;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the undersigned, the undersigned hereby agrees as follows:

1. If any delay rentals hereafter become payable under the terms of said lease, with respect to the interest in said lands now held by the undersigned, the amount of such delay rentals payable to the undersigned shall be as follows:

Name	Interest	Amount	Depository
William J. Pape and Rose N. Pape Life Estate in and to 50% mineral interest		$261.39	
Peter B. Mead	25%*	$ 65.35	Jackson State B
Mary H. Mead	25%*	$ 65.35	Jackson, Wyomi
Clifford P. Hansen	25%*	$ 65.35	same
Martha C. Hansen	25%*	$ 65.35	same

*Subject to above life estate

and payment or tender of such amount in the manner specified in said lease will constitute full and proper compliance with the delay rental provisions of said lease so as to maintain said lease in full force and effect with respect to the entire interest now held by the undersigned in said lands, whatever such interest may be, during the entire period of time covered by such delay rental payment.

2. The undersigned hereby ratifies and confirms said lease as being in full force and effect in accordance with its terms and hereby acknowledges the timely payment and receipt in full of all payments of delay rentals heretofore payable under the provisions of said lease on account of the interest of the undersigned in said lands.

3. The undersigned further grants, leases and lets said lands to the Lessee named in said lease, or his successors and assigns, in accordance with the terms and provisions of said lease to the full extent of the undersigned's right, title and interest in said lands.

4. With respect to and for the purposes of this instrument and said lease, the undersigned hereby releases all rights of dower and/or homestead in said lands.

5. This instrument shall be binding upon the undersigned and his heirs, personal representatives, successors and assigns.

EXECUTED THIS 27th day of August, 1973.

William J. Pape

Peter B. Mead SS# 008-20-3337

Clifford P. Hansen SS# 520-34-8807

Rose N. Pape

Mary H. Mead SS# 520-34-9787

Martha C. Hansen SS# 520-42-0181

STATE OF WYOMING }
COUNTY OF TETON } ss.

COLORADO, NEW MEXICO, WYOMING
ACKNOWLEDGMENTS—INDIVIDUAL

The foregoing was acknowledged before me this 27th day of August, 19 73, by Peter B. Mead, Mary H. Mead, Clifford P. Hansen, and Martha C. Hansen.

Witness my hand and official seal.

My commission expires January 25, 1975.

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

NEBRASKA ACKNOWLEDGMENT—INDIVIDUAL

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 _____ }
COUNTY OF _____ } ss.

UTAH ACKNOWLEDGMENT—INDIVIDUAL

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_____.

Please Return To:
Continental Oil Company
Mineral Lease Records
P. O. Box [illegible]
Ponca City, Oklahoma 74601

Notary Public

Place of Residence

STATE OF _____ }
COUNTY OF _____ } ss.

NORTH DAKOTA, SOUTH DAKOTA
ACKNOWLEDGMENTS—INDIVIDUAL

On this _____ day of _____, 19_____, before me personally appeared _____, 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 _____, 19_____. My commission expires _____, 19_____.

(Signature)

(Typed or Printed)
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

MONTANA ACKNOWLEDGEMENT—INDIVIDUAL

On this _____ day of _____, 19_____, before me _____, a Notary Public, personally appeared _____, known to me to be the person____ whose name_____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

[redacted] [redacted] Notary Public [redacted]

[redacted] [redacted] Lease #[redacted]

DESIGNATION OF DEPOSITORY
ROCKY MOUNTAIN FORM 57
(NOV. 1956)

DESIGNATION OF DEPOSITORY

KNOW ALL MEN BY THESE PRESENTS, That:

The undersigned hereby designates the Jackson State Bank, ~~of~~ Jackson, Wyoming ~~City of State of~~ as ~~an alternate depository and~~ the depository ~~herein~~ 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 March 14, 1972, from William J. Pape and Rose N. Pape, husband and wife

as Lessor, to J. Donald Miller,

as Lessee, recorded April 26, 1972, in Book 48 O&G, at Page 188 of the records of Sublette County, State of Wyoming, in so far as said lease covers the following described lands located in said county, to wit:

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: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

141543
RECORDED April 23 1974 9:00 A M
IN BOOK 50 Oil + Gas PAGE 470
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lisa L Yake Deputy

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 16th day of October, 1973.

Address: P. C. Box 1887
Jackson, Wyoming 83001

Clifford P. Hansen SS# 520-30-8807

Martha C. Hansen SS# 520-42-0186

NOTE: This form will not be recognized until it has been properly executed, acknowledged and recorded, and has been received by the lessee or other rental paying party.

COLORADO, NEW MEXICO, WYOMING
ACKNOWLEDGMENTS—INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Park } ss.

The foregoing instrument was acknowledged before me this 16th day of October, 1973,
by Clifford P. Hansen and Martha C. Hansen, husband and wife.

Witness my hand and official seal.
My commission expires January 25, 1975.

Charles G. Kepler Notary Public

Lease #190667

Designation of Depository
Rocky Mountain Form 57
(Nov. 1956)

DESIGNATION OF DEPOSITORY

KNOW ALL MEN BY THESE PRESENTS, That:

The undersigned hereby designates the Jackson State

Bank, of Jackson, Wyoming

City of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx State of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx as

alternate depository and the depository prefixed 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 March 14, 1972, from William J. Pape and Rose N. Pape, husband and wife

as Lessor, to J. Donald Miller,

as Lessee, recorded April 26, 1972, in Book 48 O&G, at Page 188 of the records of Sublette County, State of Wyoming, in so far as said lease covers the following described lands located in said county, to wit:

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: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

141544

RECORDED April 23 1974 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 471
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [signature] Deputy

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 16th day of October, 1973.

Address:
P. O. Box 98
Jackson, Wyoming 83001

[signature]
Peter B. Mead SS# 008-20-3337
[signature]
Mary H. Mead SS# 520-34-9787

NOTE: This form will not be recognized until it has been properly executed, acknowledged and recorded, and has been received by the lessee or other rental paying party.

STATE OF Wyoming }
} ss.
COUNTY OF Park }

COLORADO, NEW MEXICO, WYOMING
ACKNOWLEDGMENTS—INDIVIDUAL

The foregoing instrument was acknowledged before me this 16th day of October, 1973, by Peter B. Mead and Mary H. Mead, husband and wife

Witness my hand and official seal.
My commission expires January 25, 1975.

[signature]
[redacted] [redacted]rles G. Kepler Notary Public [redacted]

[redacted]

ASSIGNMENT

[redacted]

FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lisa J Yake deputy

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, Jack J. Grynberg and Celeste C. Grynberg are the record owners of oil and gas leases covering approximately 202,635 acres, more or less, in Jackson, Moffat and Routt Counties, Colorado; Daggett and Summit Counties, Utah; and Carbon, Fremont, Lincoln, Sublette, Sweetwater and Uintah Counties, Wyoming, and

WHEREAS, Jack J. Grynberg and Celeste C. Grynberg have, according to the terms of the Limited Partnership Agreement, agreed to make available to the Limited Partnership all of the above mentioned oil and gas leases, or any leases subsequently acquired in those counties recited above, and

WHEREAS, Jack J. Grynberg and Celeste C. Grynberg desire to evidence the Limited Partnership interest in those leases subject to the Limited Partnership Agreement.

NOW THEREFOR, Jack J. Grynberg and Celeste C. Grynberg do hereby assign and transfer to the Greater Green River Basin Drilling Program: 72-73 all of their right, title and interest in those leases presently owned, or which may be acquired by them in Jackson, Moffatt and Routt Counties, Colorado; Daggett and Summit Counties, Utah; and Carbon, Fremont, Lincoln, Sublette, Sweetwater and Uintah Counties, Wyoming, except those leases excluded from the Limited Partnership as set forth in the Limited Partnership Agreement. The rights and interests assigned hereby to the Limited Partnership shall be only for a term extending to the termination date of the Limited Partnership as provided in the Limited Partnership Agreement or December 31, 1974, whichever is the earlier date. Upon termination of the Limited Partnership or December 31, 1974, all of the right, title and interest conveyed hereby shall automatically vest again in Jack J. Grynberg and/or Celeste C. Grynberg.

Celeste C. Grynberg
Celeste C. Grynberg

Jack J. Grynberg
Jack J. Grynberg

141608

RECORDED April 25 1974 9:00 A.M.
IN BOOK 50 Oil + Gas PAGE 472
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lisa J Yake Deputy

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

On the 2nd day of February, 1973, before me personally appeared Jack J. Grynberg and Celeste C. Grynberg, the signors of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
December 8, 1975

Notary Public

#774

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 25th day of February, 19 74

by and between ELLIS C. PRICE OF BIG PINEY, WYOMING 83113

_____ Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur~~xxxxxxxxxxxxxxx~~or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Township 33 North - Range 113 West

Section 3: SE¼/NW¼, E½/SW¼, W½/SE¼, SE¼/SE¼

Section 10: N½/NE¼ Section 11: SE¼, SW¼/NE¼

Section 12: SW¼/SW¼ Section 13: NW¼/NW¼, E½/NW¼, W½/NE¼, SE¼/NE¼, NE¼/SE¼

Township 33 North - Range 112 West

Section 18: Lot 3[39.63 ac.], Lot 4 [39.64 ac.], SE¼/SW¼

_____ and containing --958.59-- acres, more or less. Five

It is agreed that this lease shall remain in force for a term of ~~xx~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, ~~xxxxxxxxxxxxx~~or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt ~~xxxxxxxxxxxx~~ and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Bank of Big Piney, Wyoming 83113

or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of NINE HUNDRED FIFTY-EIGHT and 59/100---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas ~~xxxxxxxxxxxx~~or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or agencies purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

...lease confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such ...purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications ...f the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of ...cord in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 ...o redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Ellis C. Price (SEAL)

Ellis C. Price (SEAL)

S.S.# 520-42-9811 (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of February, 19 74, personally appeared Ellis C. Price 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 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 12/5/76

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
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 _____ 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

LAND Grant

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 26th day of April, 19 74, at 2 o'clock P.M., and duly recorded in Book 20, Page 474 of the records of this office.

Grace Kellam
County Clerk—Register of Deeds.
By Lucy L. Gyde
Deputy.

When Recorded

Return to

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

[redacted] [redacted] [redacted]

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 28th day of February, 19 74

by and between James H. Luce and Shirley B. Luce, his wife;
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & more Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West 6th P.M.
Sec. 19; S/2 NE/4; NW/4 SE/4;
Sec. 20; NW/4; NE/4 SW/4;

and containing 320 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ Five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three hundred twenty & 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be construed a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

8 33601, 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such portion is in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

James H. Luce (SEAL)
James H. Luce
Shirley B. Luce (SEAL)
Shirley B. Luce (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of February, 19 74, personally appeared James H. Luce and Shirley B. Luce, his 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 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 Oct 1, 1976.

Helen Attwood
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 26 day of Feb A.D., 19 74, at 10 o'clock A M., and duly recorded in Book 20, Page 476 of the records of this office.

Anne R. Clark
County Clerk—Register of Deeds.
By Lois L. Lytle
Deputy.

When Recorded
Return to

STATE OF _____
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 5 day of March, 19 74
by and between Dan E. Chapel and Helen Chapel, Husband and Wife;
Elizabeth Chapel, a widow all of Big Piney, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: T.31 N.,R.110 W. 6th P.M.
Sec. 20: E½NE¼, SW¼NE¼, E½SE¼. Sec. 21: Lot 9(13.57 acres), W½SW¼, SE¼SW¼.
Sec. 27: Lot 2(7.68 acres), Lot 3(24.83 acres), Sec. 28: Lot 1(39.75 acres),
SW¼NE¼, N½NW¼, SE¼NW¼, E½SW¼, W½SE¼. Sec. 33: NE¼. Sec. 34: Lot 3(42.24 acres)
together with all accretion and riparian rights and all rights, title and
interest to the bed of the Green River
5 and containing 928.07 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Bank at Big Piney, Wyoming
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Twenty Eight and 07/100---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

R 33685 00

479

...ce confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such ...ort to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications ...he terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of ...rd in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 ...redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor ...reunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs ...d devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Dan E. Chapel (SEAL)
Dan E. Chapel 520-42-4553 (SEAL)
Elizabeth Chapel (SEAL)
Elizabeth Chapel (SEAL)

Helen Chapel (SEAL)
Helen Chapel (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5 day of March, 1974, personally appeared Dan E Chapel, Helen Chapel & Elizabeth Chapel, 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 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.

Commission Expires DONALD R. WASSENBERG-Notary Public County of Sublette State of Wyoming My Commission Expires April 15, 1976

Donald R Wassenberg
Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

244603

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 26 th day of April, 1974, at 10 o'clock A M., and duly recorded in Book 20, Page 478 of the records of this office.

Janet R Clark
County Clerk—Register of Deeds.
By Lois Lyons
Deputy.

When Recorded

Return to _____

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

[redacted] [redacted] [redacted]

DESIGNATION OF DEPOSITORY
ROCKY MOUNTAIN FORM 57
(NOV. 1956)

DESIGNATION OF DEPOSITORY

KNOW ALL MEN BY THESE PRESENTS, That:

The undersigned hereby designates the Valley National

Bank at Holiday Shores Office

City of Bullhead City, State of Arizona 86430, 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 May 9, 1972, from

Charles W. Albert and Phyllis F. Albert

as Lessor, to J. Donald Miller (assigned to Continental Oil Co.),

as Lessee, recorded May 24, 1972, in Book 480, at Page 246 of the records of Sublette County, State of Wyoming, in so far as said lease covers the following described lands located in said county, to wit:

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

Section 7: SE/4, SE/4 NE/4
Section 8: W/2 SW/4, SW/4 NW/4
Section 17: W/2 NW/4
Section 18: NE/4, NW/4 SE/4

141637

RECORDED April 29, 1974 9:00 AM
IN BOOK 50 Oil & Gas PAGE 480
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yoke Deputy

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 29th day of March, 1974.

Charles W. Albert
(Charles W. Albert)

Phyllis F. Albert
Phyllis F. Albert

NOTE: This form will not be recognized until it has been properly executed, acknowledged and recorded, and has been received by the lessee or other rental paying party.

COLORADO, NEW MEXICO, WYOMING
ACKNOWLEDGMENTS—INDIVIDUAL

STATE OF Arizona }
COUNTY OF Mohave } ss.

The foregoing instrument was acknowledged before me this 29th day of March, 1974,
by Charles W. Albert and Phyllis F. Albert

Witness my hand and official seal.
My commission expires My Commission Expires Feb. 25, 1977, 19

Adeline Lubbers
Notary Public

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tarlock's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1509

Serial No.
U.S.A. W-0318971-A

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

(CORRECTIVE)

Globe Drilling Company
610 Patterson Building
Denver, Colorado 80202

1.

141690
RECORDED May 2 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 482
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yates Deputy

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* Sept. 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 27 North, Range 111 West, 6th P.M.
Section 11: All

Containing 640 acres, more or less
Sublette County, Wyoming

Subject to that certain 60-day reassignment rider to Mrs. Mildred H. LaCoy dated March 31, 1966.

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)* 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 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 9th day of August, 1973

Walter Reed
(Assignor's Signature)

Box 817
Liberal, Kansas
(Assignor's Address)

Walter Reed
Box 817
Liberal, Kansas

(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 138405

Assignment approved as to the lands described below:

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

RECORDED October 12 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 182
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Yates Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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

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 9th day of August, 1973, personally appeared Walter Reed

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 My Commission expires April 23, 1977

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, 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 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tallock's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-0318971-A

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I
(CORRECTIVE)

1. Calif Resources, Inc.
1018 Patterson Building
Denver, Colorado 80202

141691

RECORDED May 2 19 74 9:00 A M.
IN BOOK 50 Oil & Gas PAGE 484
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J Yake Deputy

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* Sept. 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)*

Sublette County, Wyoming
Township 27 North, Rage 111 West, 6th P.M.
Section 11: All
Containing 640.00 acres, more or less

Subject to that certain 60-day reassignment rider to Mrs. Mildred H. LaCoy dated March 31, 1966.

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.)* $12.50 per acre out of 1/16 plus 3.75% ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2½%

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 13th day of August, 19 73

GLOBE DRILLING COMPANY

By _____
(Assignor's Signature) President

ATTEST: _____
Secretary

(Assignor's Address)
610 Patterson Building
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

138412

Assignment approved as to the lands described below:

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

RECORDED October 17 1973 9:00 A M
IN BOOK 50 Oil & Gas PAGE 196
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J Yake Deputy

Assignment approved effective _____ By _____
(Authorized Officer)

(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

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.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 13, 1973, 19 73, before me personally came the above named John Gable (who being by me duly sworn, did say that he is the President of Globe Drilling Co.

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 My Commission expires April 23, 1977

Katherine Ryan
Notary Public
Residing at: Denver, Colorado

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.

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 26th day of February, 19 74

by and between John H. Schmitz and T. Jeanne Schmitz, his wife;
310 Kameria St., Denver, Colorado 80220

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & more ---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West 6th P.M.
Sec. 20; Lot 1 (34.30 ac.), S/2 NE/4; N/2 SE/4;
Sec. 21; Lot 4 (30.98 ac.), Lot 9 (43.01 ac.), SW/4 NW/4;

and containing 308.29 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (xxx) years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Cherry Creek National Bank at Denver, Colorado or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three hundred eight & 29/100 ---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

____________ (SEAL)	John H. Schmitz (signature) (SEAL)
____________ (SEAL)	John H. Schmitz (SEAL)
____________ (SEAL)	____________ (SEAL)
____________ (SEAL)	T. Jeanne Schmitz (signature) T. Jeanne Schmitz (SEAL)

STATE OF Colorado } SS.
COUNTY OF Denver }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of March, 19 74, personally appeared John H. Schmitz and T. Jeanne Schmitz, his 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 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 ____________ Anne Lampert (signature)
Notary Public

My Commission expires August 21, 1975

STATE OF ____________ } SS.
COUNTY OF ____________ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 ____________ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated ...., 19....

Lot........ Block........ Addition........

Section........ Township........ Range........

........County........

No. of acres........ Term........

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 3rd day of May, 1974, at 11:30 o'clock A.M., and duly recorded in Book 58, Page 486 of the records of this office.

(signature) County Clerk—Register of Deeds.

By (signature) Deputy.

When Recorded Return to........

141695

STATE OF ____________ } SS.
COUNTY OF ____________ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this ____ day of ____________, 19____, before me, a Notary Public in and for said County and State, personally appeared ____________, to me known to be the ____________ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires ____________
Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 26th day of February, 19 74

by and between Caryn A. Bing, a widow;
Box 37, Pinedale, Wyoming 82941

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & more ---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West 6th P.M.
Sec. 20; Lot 1 (34.30 ac.), S/2 NE/4; N/2 SE/4;
Sec. 21; Lot 4 (30.98 ac.), Lot 9 (43.01 ac.), SW/4 NW/4;

and containing 308.29 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ Five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 at Pinedale, Wyoming 82941 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three hundred eight & 29/100 ---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or ~~commissions~~ purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

8 33673 01

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Caryn A Bing (SEAL)
Caryn A. Bing (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of February, 19 74, personally appeared Caryn A. Bing, a widow;
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 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 Sept 1. 1975

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County

No. of acres _____ Term _____

STATE OF _____
COUNTY OF _____ } SS.

This instrument was filed for record on the 26th day of Feb A.D., 19 74, at 11:30 o'clock A M., and duly recorded in Book 52, Page 458 of the records of this office.

By _____ County Clerk—Register of Deeds.

_____ Deputy.

When Recorded
Return to _____

41696

STATE OF _____
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

[redacted] [redacted] [redacted]

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 74

by and between Edward D. Finnegan and Inez P. Finnegan, his wife
Box 668
Pinedale, Wyoming 82941

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼
Section 21: E½NE¼
Section 22: W½NE¼, SE¼NE¼, NW¼
Section 23: W½NE¼, SE¼NE¼, NW¼, N½S½

containing 960.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred and Sixty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

9, 8 33675 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Inez P. Finnegan (SEAL)
Inez P. Finnegan (SEAL)
(SEAL)
(SEAL)
(SEAL)

Edward D. Finnegan (SEAL)
Edward D. Finnegan (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of February, 1974, personally appeared Edward D. Finnegan and Inez P. Finnegan, 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 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 June 4, 1974

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 2nd day of March, 1974, at 11:30 o'clock A.M., and duly recorded in Book 50, Page 490 of the records of this office.

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded

Return to _____

4A1007

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

492

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 74
by and between Charles F. Spencer and wife Pearl C. Spencer of Big Piney, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, ~~and all other minerals~~ or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See Attached Schedule

Township 30 North - Range 112 West

Section 6: Lot 3 (39.92), 4 (16.87), 5 (16.26), SE¼/NW¼

Township 30 North - Range 113 West

Section 1: Lot 1 (39.98), 2 (39.96)

Township 31 North - Range 112 West

Section 31: Lot 1 (16.77), 2 (16.73), 3 (16.67), 4 (16.63)
SE¼/SW¼, S½/SE¼

8 33683 00

and containing -379.79- acres, more or less.

It is agreed that this lease shall remain in force for a term of XX five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur XXXXXXXXXX or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt XXXXXXXXX and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of THREE HUNDRED SEVENTY-NINE AND 79/100---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas XXXXXXXXXX or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

8 33683 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole ~~XXXPART~~ by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Charles F. Spencer (SEAL)

Charles F. Spencer (SEAL)

S.S.# 513-14-8269 (SEAL)

(SEAL)

Pearl C. Spencer (SEAL)

Pearl C. Spencer (SEAL)

S.S.# 520-36-8114 (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of February, 19 74, personally appeared Charles F. Spencer and wife Pearl C. Spencer, 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 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.

Helen L. O'Brien
Notary Public

My Commission Expires

County of Sublette, State of Wyoming
My Commission Expires Nov. 17, 1977

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 _____ and _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated ..... 19....

Lot..... Block..... Addition.....

Section..... Township..... Range.....

County.....

No. of acres..... Term.....

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 22nd day of May, 19 74, at 11:30 o'clock A M., and duly recorded in Book 57 of the records of this office.

Pearl Clark
County Clerk—Register of Deeds.

By Lyla Hatch
Deputy.

When Recorded

Return to .....

494

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 15th day of February, 19 74 by and between Miller Land and Livestock Company, a Wyoming Corporation, Big Piney, Wyoming 83115

Party of the first part, hereinafter called lessor (whether one or more) and GULF OIL CORPORATION, 500 Oklahoma Mortgage Bldg., Oklahoma City, Okla. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more - - - - - - - - - - - - - - Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West of the 6th. P. M.

Section 1: N½SW¼, SE¼SW¼, SE¼ Section 10: N½NE¼, SE¼NE¼, SW¼NW¼, S½SW¼, SW¼SE¼
Section 2: SE¼, E½SW¼ Section 11: S½NW¼, NW¼NW¼
Section 3: S½SE¼ Section 12: NE¼, E½NW¼
Section 8: SE¼NE¼, SE¼ Section 15: N½NW¼
Section 9: E½, SW¼, S½NW¼

and containing 2160.0 acres, more or less.

It is agreed that this lease shall remain in force for a term of xxx/ 5(five) years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 83115 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand One Hundred Sixty and no/100 ($2160.00) - - - - - - - - - - - - - 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases), each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

[redacted] [redacted] [redacted]

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

ATTEST: _____ (SEAL)
Secretary _____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Robert L. Thiele (SEAL)
PRESIDENT _____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February, 1974, personally appeared Robert L. Thiele and Helen L. Thiele, 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 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 My Commission Expires Nov. 17, 1977

Helen L. O'Brien
Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 and _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming } SS.
COUNTY OF Lincoln }

This instrument was filed for record on the 2nd day of May, 1974, at 11:30 o'clock A.M., and duly recorded in Book 56, Page 479 of the records of this office.

Cleora L. Clark
County Clerk—Register of Deeds.

By Cleora L. Clark Deputy.

When Recorded Return to _____

241609

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

497

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 15th day of March, 19 74
by and between Andrew A. Harrower and Anna Mae Harrower, his wife
Box 608
Pinedale, Wyoming 82941

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 33 North, Range 108 West, 6th P.M.; Section 6: Lot 3 (40.23)
Township 33 North, Range 109 West, 6th P.M.
Section 1: Lots 2 (40.02), 3 (40.02), SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 2: Lot 2 (39.22), S½NE¼, SE¼
Township 34 North, Range 108 West, 6th P.M.; Section 31: Lots 3(39.79),4(39.73), E½SW¼, SW¼SE¼

containing 959.01 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed, lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 at Pinedale, Wyoming 82941 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred and Fifty Nine and 1/100 - - - 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered [redacted] of any clause, obligation, covenant, [redacted] condition or stipulation contained herein, nor shall it be or constitute a cause for the ter[redacted] forfeiture, reversion or revesting of any est[redacted]rest herein and hereby created and set ou[redacted]il any such com-

pliance under any [redacted] entry or become the basis of any action for [redacted] or suit for the forfeiture or cancellation he[redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Anna Mae Harrower (SEAL)

Anna Mae Harrower (SEAL)

(SEAL)

(SEAL)

Andrew A. Harrower (SEAL)

Andrew A. Harrower (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of March, 19 74, personally appeared Andrew A. Harrower and Anna Mae Harrower, 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 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~~ Term Expires 1-6-75

Uemmit Clark County Clerk
~~Notary Public~~

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 , and described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

No. of acres County

Term

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the 2nd day of April, 19 74, at 11:30 o'clock A M, and duly recorded in Book 53, Page 429 of the records of this office.

Uemmit K Clark
County Clerk—Register of Deeds.

By Deputy.

When Recorded
Return to

244300

STATE OF
COUNTY OF } SS.

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me, a Notary Public in and for said County and State, personally appeared , to me known to be the of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires

Notary Public

W-4056

ASSIGNMENT

JACK J. GRYNBERG, a resident of the City and County of Denver, Colorado, with a business address at 1050 -17th Street, Suite 1950, Denver, Colorado 80202, hereinafter referred to as Assignor, for valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Ruth Ettinger, 1955 S. Kearney Way, Denver, Colorado 80222, hereinafter referred to as Assignee, all of Assignor's right, title and interest of whatsoever kind and nature, including and not by way of limitation, all royalty, overriding royalty, production or other payments, rights of reversion or right to reacquire in and to the following oil and gas lease insofar as said lease covers the following described lands, to-wit: USA-W-0310102

Sublette County, Wyoming

T 33 N - R 112 W, 6th PM
Sec.31: Lot 4, SE¼SW¼, S½SE¼
Sec.32: S½S½

Containing 320.00 acres, more or less

141763

RECORDED May 8 19 74 9:00 A M
IN BOOK 50 Oil & Gas PAGE 500
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lucile Yake Deputy

This Assignment is made without warranty of title, either expressed or implied.

Dated this 3rd day of May, 1974.

ACCEPTED BY

Ruth Ettinger
Assignee Ruth Ettinger
Address: 1955 S. Kearney Way
Denver, Colorado 80222

Jack J. Grynberg VC Assignor
1050 -17th Street, Suite 1950
Denver, Colorado 80202

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of May, 1974, by JACK J. GRYNBERG.
WITNESS my hand and official seal.

My commission expires: December 8, 1975

NOTARY PUBLIC

OIL, GAS AND ~~MINERAL~~ LEASE

AGREEMENT, Made and entered into this 27th day of March, 19 74

by and between Larry and Sharon Lozier of Boulder Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, ~~mining~~ and operating for oil, condensate, gas, asphalt, ~~sulphur and all other minerals~~ or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Township 32 North, Range 108 West, 6th P.M.; Section 10; S½NE¼, SE¼, E½SW¼, E⅔ SW¼NW¼

EXCEPT HOWEVER any and all other methods wherein and whereby nuclear, hydrogen or atomic energy or nuclear fission or hydrogen or atomic bomb devices are employed.

five and containing 520 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or ~~other minerals~~ or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt ~~and other minerals~~ and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Twenty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or ~~other minerals~~ or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. The assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

This lease and all matters pertaining hereto, including but not limited to matters pertaining to the validity, construction, performance, breach, default, termination, cancellation or expiration of this lease or any provision hereof, shall be governed by and construed in accordance with the laws of the State where the above described lands are situated, and all obligations hereunder are performable in the county where said lands are situated. Lessee agrees to comply with any law or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with the valid orders, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or officials, or any of their departments, agencies or instrumentalities, having jurisdiction over the premises covered by this lease or the operations conducted thereon, and failure to comply with any such law, act, bill, statute, order, rule, regulation, condition or stipulation shall not be considered a breach of any lease obligation hereunder and shall not cause or be considered a cause for termination or forfeiture of any part of this lease.

Title Notes

T32N, R108W, 6th P.M.; Sec. 10: S½NE¼, E one third SW¼, E two thirds SW¼NW¼

BOOK	PAGE	DATE	INSTRUMENT	INTEREST CONVEYED
Robert and Alice Lozier to Larry and Sharon Loziet				
16	565	9-29-73	WD	all surf. and mineral

no reservation thru patent

8 33995 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Larry Lozier (SEAL)

Larry Lozier (SEAL)

Sharon Lozier (SEAL)

Sharon Lozier (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of March, 19 74, personally appeared Larry Lozier and Sharon Lozier, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing 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 last above written.

My Commission Expires Term January 6, 1975

Aune R. Clark, County Clerk
by Sandy Yake Deputy
Notary Public

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 and _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 27th day of March, 19 74, at 2 o'clock P M., and duly recorded in Book 50 of Misc. Page 502 of the records of this office.

Aune R. Clark
County Clerk—Register of Deeds.

By Sandy Yake Deputy.

When Recorded Return to _____

3-2-864

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 25 day of March 19[illegible] by and between Floyd E. Bousman and Margaret Bousman, husband and wife

Party of the first part, hereinafter called lessor (whether one or more) and MARATHON OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, casinghead gasoline, gas, asphalt, sulphur, ~~and all other minerals~~ whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 33 North, Range 106 West 6th P.M.;
Section 11; NE¼

EXCEPT HOWEVER any and all other methods wherein and whereby nuclear, hydrogen or fission or hydrogen or atomic bomb devices are employed.

and containing five 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and ~~casinghead~~ and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

T33N, R108W,
Sec. 11: NE¼
total acres 160

BOOK	PAGE	DATE	INSTRUMENT	INTEREST CONVEYED
Robert W. and Florence R. Krall hew to Floyd E. and Margaret J. Bousman of Boulder Wyoming. (hew)				
8	373	6-11-56	WD	inter alia surf. and min. T32N, R108W Sec. 11: NE¼
Floyd E. and Margaret J. Bousman to Mat and Matilda Bertagnolli hew (Kemmerer Wyo)				
15	327	6-29-56	Misc. ass. Roy. int.	6¼% royalty interest to above tract, res. to GTOR RTL and rentl from any OGM lease.
Floyd E. and Margaret J. Bousman to Mat and Matilda Bertagnolli hew				
2	347	6-29-56	QCD	½ interest to minerals to minerals except oil and gas.

Summary:
Fee ownership in the Bousmans except a 6¼% royalty in Bertagnolli's

8 33997 0

...ase cannot any right of entry or become the basis of any action for ... of said ... the forfeiture or cancellation hereof, and while any ... ...ent of ... in force and effect they shall when complied with by lessee or assigns to the extent of such compliance operate as modifications ... the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of ...ord in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Floyd E. Bousman (SEAL) _____ (SEAL)

Floyd E. Bousman (SEAL) _____ (SEAL)

Margaret Bousman (SEAL) _____ (SEAL)

Margaret Bousman (SEAL) _____ (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of March, 1974, personally appeared Floyd E. Bousman and Margaret Bousman, 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 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 1-6-75

Aune R. Clark, Sublette County Clerk
by: Kuane Clark

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 13th day of May, 1974, at 9 o'clock A.M., and duly recorded in Book 52 Oils Page 505 of the records of this office.

Aune R. Clark
County Clerk—Register of Deeds.

By Kuane Clark Deputy.

When Recorded

Return to

AUNE R. CLARK
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING 82941

865

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 25th day of February, 1974
by and between Victor E. Mack and Josephine A. Mack, husband and wife, Riverview Route,
Box 2050, Riverton, Wyoming 82501; and Marcella U. Fisk, a widow, Jackson, Wyoming 83001

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

SEE ATTACHED SCHEDULE OF LANDS RIDER

five and containing --161.00-- acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XX~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 at Riverton, Wyoming 82501 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty One 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area (the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder. In compliance with any law or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or [illegible] shall not constitute a breach of any clause, obligation or [illegible] hereof and hereby granted and not exercised shall not cause the termination [illegible]

SCHEDULE OF LANDS RIDER

Township 38 North, Range 113 West, 6th P.M.

Section 34: SE/4 SE/4, more particularly described as follows: Beginning at Corner No. 1, which is the NE Corner of the SE/4 SE/4 of said section, thence South 208.5 feet to Corner No. 2, which is on the South side of Jack Creek, thence West 208.5 feet to Corner No. 3, thence North 208.5 feet to Corner No. 4, thence East 208.5 feet to Corner No. 1, the point of beginning. Containing 1.0 acres, more or less.

Section 35: SW/4

Signed for Identification

x Marcella M. Dick

x

x

8 33998 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

X _____ (SEAL)
Marcella U. Fisk (SEAL)
Marcella U Fisk (SEAL)
_____ (SEAL)

X Victor E Mack (SEAL)
Victor E. Mack (SEAL)
X Josephine A. Mack (SEAL)
Josephine A. Mack (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Fremont

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of March, 19 74, personally appeared Marcella U Fisk, 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 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 6/1/77

Notary Public

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of February, 19 74, personally appeared Victor E. Mack and Josephine A. Mack, to me known to be the identical person and described in and who executed the within and foregoing instrument of writing 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.

HAZEL DENMEE Notary Public
County of Fremont State of Wyoming
My Commission expires December 18, 1974

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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming } SS.
COUNTY OF Fremont

This instrument was filed for record on the 13th day of March, 19 74, at 9:00 o'clock A. M., and duly recorded in Book 50, Page 525 of the records of this office.

Clerk
County Clerk—Register of Deeds.

By Elizabeth Lee
Deputy.

When Recorded
Return to _____

EAA8866

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

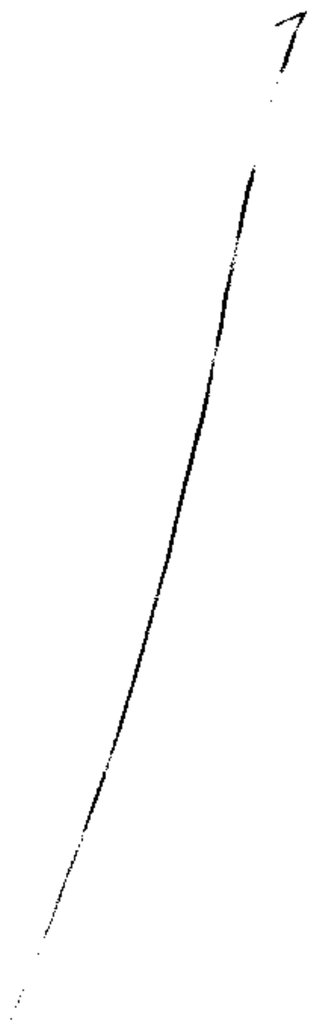
STATE OF _____ } SS.
COUNTY OF _____

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public



Form 3160-5
(August 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number

W-34955

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
June 1, 1972

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

ABO PETROLEUM CORPORATION, a New Mexico Corporation 1/3
(name) YATES DRILLING COMPANY, a New Mexico Corporation. 1/3
MYCO INDUSTRIES, INC., a New Mexico Corporation 1/3
(address) 207 South 4th Street
Artesia, New Mexico 88210

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 28 North, Range 111 West, 6th P.M.

Section 10: S½

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)*

3% in equal proportions

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 18th day of March, 1974

Martin Yates, III

MARTIN YATES, III

S. P. Yates

S. P. YATES

John A. Yates

JOHN A. YATES

207 South 4th Street
Artesia, New Mexico 88210

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:

141910

RECORDED Mar 16 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 512
FEES $3.50 Anna L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Anna L. Clark Deputy

Assignment approved effective _____

Date approved _____

By _____
(Authorized Officer)

*Lease extended under 43 CFR 3123.5 to and including
(date) _____

(Title)

512

573

MEMORANDUM OF 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

YATES DRILLING COMPANY
YATES BUILDING - 207 SOUTH 4TH ST.
ARTESIA, NEW MEXICO - 88210

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 day of , 19

Return

with acknowledgment added

(Assignee's Signature)

(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
(August 1964)
(formerly 4–1175)

STATE OF NEW MEXICO }
COUNTY OF EDDY } 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 18th day of March, 1974, personally appeared MARTIN YATES, III, and S. P. YATES and JOHN A. YATES, to me known to be the identical persons 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 30 1975

Notary Public

[redacted] OIL, GAS AND [redacted]ERAL LEASE [redacted]

AGREEMENT, Made and entered into this 26th day of February, 19 74

by and between Joseph Woodrow Murdock and Jeane F. Murdock, his wife;
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & more Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West 6th P.M.
Sec. 20; Lot 1 (34.30 ac.), S/2 NE/4; N/2 SE/4;
Sec. 21; Lot 4 (30.98 ac.), Lot 9 (43.01 ac.), Lot 6 (9.46 ac.), Lot 7(31.74 ac.)
Lot 8 (36.35 ac.), Lot 10 (26.11); SE/4 SW/4; SE/4; SW/4 NW/4;
Sec. 28; Lot 1 (38.91 ac.), Lot 2 (25.86 ac.), Lot 3 (41.47 ac.), Lot 4 (20.45 ac.);
N/2 NE/4; NE/4 NW/4;

and containing 858.64 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (XXX) years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Eight hundred fifty eight and 64/100 ---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. [illegible] shall be in the event of such assignment relieve and discharge the lessee of all obligations hereunder.

[illegible] compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislature and [illegible] with [illegible] rules, regulations made or promulgated by State or Federal courts, State or Federal officers, boards, commissions or [illegible] be made under authority of any such act, bill or statute shall not constitute a violation of [illegible] this lease [illegible] provision, covenant, understanding, condition or stipulation [illegible] which it be [illegible]

514

...waiver of any right of entry or forfeiture the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such payment is in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Joseph Woodrow Murdock (SEAL)
Joseph Woodrow Murdock
_____ (SEAL)
_____ (SEAL)
Jeane F. Murdock (SEAL)
Jeane F. Murdock

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of February, 19 74, personally appeared Joseph Woodrow Murdock and Jeane F. Murdock, his 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 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 Oct 1, 1976

Helen Gatewood
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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_____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot_____ Block_____ Addition_____

Section_____ Township_____ Range_____

County_____

No. of acres_____ Term_____

STATE OF _____
COUNTY OF _____ } SS.

This instrument was filed for record on the 20th day of May, 19 74, at 2:45 o'clock P M, and duly recorded in Book 50, Page 574 of the records of this office.

Irene P Clark
County Clerk—Register of Deeds.
By Kathy Hatch
Deputy.

When Recorded

Return to_____

STATE OF _____
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this_____day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared_____, to me known to be the _____of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires_____

_____
Notary Public

[redacted] OIL, GAS AND [redacted]ERAL LEASE [redacted]

AGREEMENT, Made and entered into this 8th day of March, 19 74

by and between Robert E. Olson and Ena Olson, his wife
Box 569
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 109 West, 6th P.M.; Sections 5, 6, 7, 8
Township 30 North, Range 110 West, 6th P.M.; Sections 11, 12
Township 31 North, Range 109 West, 6th P.M.; Sections 28, 29, 32, 33
(See attachment for complete description)

E.O. & "five" and containing 1363.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of [redacted] years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed: lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Three Hundred and Sixty Three 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. All or any parts of this lease, in whole or in part, shall at the option of any assignee relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute proposing to be enacted by any Federal or State legislative authority, or with any executive orders, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or departments, thereof, shall not constitute a violation of any of the terms of this lease [illegible] to be made on account of the limits of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease [illegible] provided, however, lessee shall not be relieved from the payment of rentals or royalties [illegible] by reason of any such act, bill or statute.

Township 30 North, Range 109 West, 6th P.M.
Section 5: Lots 8 (20.22), 9 (8.19), NE¼SW¼, S½SW¼
Section 6: S½SE¼
Section 7: Lots 1 (36.04), 2 (33.79), 3 (40.00), 4 (49.03), 5 (49.07),
6 (25.86)
Section 8: Lots 2 (24.06), 3 (19.46), 4 (13.57), N½NW¼

Township 30 North, Range 110 West, 6th P.M.
Section 11: Lot 1 (35.58), NE¼SE¼
Section 12: Lots 1 (15.87), 2 (28.16), 3 (16.69), 4 (22.78), S½N½

Township 31 North, Range 109 West, 6th P.M.
Section 28: SW¼SW¼
Section 29: Lots 2 (22.78), 5 (22.18), 6 (21.74), W½SE¼
Section 32: Lots 1 (14.08), 2 (20.80), 3 (34.04), 4 (24.06), 6 (16.61),
NW¼NE¼
Section 33: Lots 1 (32.52), 2 (2.80), 3 (11.52), 5 (21.50), NW¼NW¼

Together with all accretion and riparian rights and all right, title and interest to the bed of the Green River.

REC
E.1

8 337897 00

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Ena Olson (SEAL)

Ena Olson (SEAL)

(SEAL)

(SEAL)

Robert E. Olson (SEAL)

Robert E. Olson (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of March, 19 74, personally appeared Robert E. Olson and Ena Olson, 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 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

Helen L. O'Brien
Notary Public

County of Sublette — State of Wyoming
My Commission Expires Nov. 17, 1977

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 , and described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF Wyoming }
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 20th day of May, 19 74, at 2:45 o'clock P M., and duly recorded in Book 50, Page 516 of the records of this office.

Laura K. Clark
County Clerk—Register of Deeds.

By Deputy.

When Recorded

Return to

14385

FORM 7A 2-C Rev 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 8, 1974, from Robert E. Olson and Ena Olson, his wife, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the O&G Leases Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 109 West, 6th P.M.
Section 28: SW¼SW¼
Section 29: Lots 2, 5, 6, W½SE¼
Section 32: Lots 1, 2, 3, 4, 6, NW¼NE¼
Section 33: Lots 1, 2, 3, 5, NW¼NW¼

Containing 444.63 Acres more or less

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, ~~we~~ I Amanda Luce, a widow,

~~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 Gulf Oil Corporation 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
Amanda Luce	Cokeville, Wyoming 83114	$222.32
Robert E. & Ena Olson	Big Piney, Wyoming 83113	$222.32

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 8th day of March, 19 74.

Amanda Luce (SEAL)

Amanda Luce

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

[redacted] [redacted] [redacted]

520

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 15th day of March, 19 74, personally appeared Amanda Luce

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 Oct 1, 1976 Helen Attwood
Notary Public.

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.

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 _____

LEASE
No. _____

FROM _____

TO _____

_____ ed _____

Acres _____ County _____

_____

This instrument was filed for record on the 20 th day of March, A.D. 19 74, at 10 o'clock A M., and duly recorded in Book 57 Page 520 of the records of this office.

Witness my hand and official seal.

Sublette County Clerk.

By Deputy.

When recorded return to

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this ____ day of ____, 19__,

by and between Frank D. Walters and Ruth B. Walters, his wife

Box 721

Pinedale, Wyoming 82941

_____ Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 33 North, Range 108 West, 6th P.M.; Section 6
Township 33 North, Range 109 West, 6th P.M.; Sections 1, 3, 12
(See attachment for complete description)

~~ten~~ five and containing 560.27 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 at Pinedale, Wyoming 82941 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Five Hundred and Sixty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid spliting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the term[redacted]orfeiture, reversion or revesting of any estat[redacted]est herein and hereby created and set out, [redacted] any such com-

[redacted] [redacted] [redacted]

572

Township 33 North, Range 108 West, 6th P.M.
Section 6: Lots 2 (40.38), 4 (39.74), 5 (39.62), 6 (39.58), 7 (39.53), SE¼NW¼, NE¼SW¼, SW¼NE¼

Township 33 North, Range 109 West, 6th P.M.
Section 1: Lot 1 (40.01), SE¼NE¼
Section 3: That part of SW¼NE¼ and NW¼SE¼, described as follows: Beginning on a point on the midsection line 2238.95 feet north of the south quarter corner of Section 3, and running thence north 496.6 feet to a point on said midsection line; thence east 77 feet to apoint on the center line of Highway No. 187; thence south 10°47' east, 499.7 feet to a point on the center line of said Highway No. 187; thence west 170.35 feet to a point of beginning, containing 1.41 acres, more or less.
Section 12: SW¼NE¼, E½NW¼, NE¼SW¼

- F.D.T.
- R.B.W.

8 33999 00

[illegible] right of entry or because the [illegible] for [illegible] or suit for the forfeiture or cancellation hereof, all of said [illegible] remain in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as if conditions of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or [illegible] they or either of these may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)	Frank D. Whitten (SEAL)
Ruth B. Whitten (SEAL)	Frank D. Whitten (SEAL)
Ruth B. Whitten (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of March, 19 74, personally appeared Frank D. Whitten and Ruth B. Whitten, 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 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 2-17-75

Nancy M. Kenyon
Notary Public

Nancy M. Kenyon
Notary Public
Wyoming
My Commission Expires Feb. 17, 1975

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 20th day of March, 19 74, at 2:45 o'clock P M., and duly recorded in Book 50, Page 521 of the records of this office.

Irene Clark
County Clerk—Register of Deeds.

By Lenore Hyde Deputy.

When Recorded Return to _____

[redacted] [redacted] [redacted]

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

STATE OF _____ } SS.
COUNTY OF _____ }

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

[redacted] OIL, GAS AND [redacted]ERAL LEASE [redacted]

AGREEMENT, Made and entered into this 4th day of March, 19 74

by and between Clifford Russell Daniels and Sophie M. Daniels, his wife

Box 614

Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 112 West, 6th P.M.: Section 5: Lot 2 & part of SW¼NE¼
Township 31 North, Range 112 West, 6th P.M.: Section 31: S½NE¼, E½NW¼, NE¼SW¼ and N½SE¼ and
Section 32: NW¼SW¼ & part of SW¼SW¼ & SW¼SE¼ & SE¼SW¼

SEE ATTACHMENT FOR COMPLETE DESCRIPTION

and containing 472.09 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~one~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred and Seventy Two and 9/100 - - - 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. The assignment of this lease in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or officers, judgments to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease and [illegible] a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be [illegible] the provisions of any statute for forfeiture or forfeiting in any event of interest herein and hereby created and set out, nor shall any such [illegible]

Township 30 North, Range 112 West, 6th P.M.
Section 5: Lot 2 (40.09), and a portion of the SW¼NE¼ described as: 525
Beginning at the quarter section corner in the boundary line between Sections 4 and 5, and running thence North 64° 42' West, 22 chains, 46 links to the place of beginning, the initial point or descriptive point,
Running thence North 11 chains, 40 links,
Thence North 87° West, 6 chains,
Thence South 8 chains, 60 links,
Thence South 62° 36' East, 6 chains, 76 links, to the place of beginning.

Township 31 North, Range 112 West, 6th P.M.
Section 32: SW¼SW¼, excepting therefrom the following described tract:
Beginning at the southwest corner of said Section 32 where is found a quartzite stone 17"x8"x5" marked ///// on E, / on W, S_S on N with mound of stone to N/
Thence N00° 07'E, 1324.0 feet along the west line of said Section 32 to the north line of the said SW¼SW¼ where is found a quartzite stone 18"x14"x3" marked S 1/16 on W, S_S on E;
Thence S87° 28'E, 395.0 feet along the north line of said SW¼SW¼ to a 3/8"x12" steel spike under an existing fence;
Thence S33° 50'E, 1642.9 feet along the said fence to the South line of said Section 32 where is found a quartzite stone 18"x11"x4" marked W1/16 on N, S_S on S;
Thence N87° 28'W, the base bearing of this survey, 1313.4 feet along the south line of said Section 32 to the place of beginning; containing an area of 14 acres more or less.
Section 31: S½NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 32: NW¼SW¼

8 33790 00

[redacted] [redacted] [redacted]

526

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Sophie M. Daniels (SEAL)

Sophie M. Daniels (SEAL)

(SEAL)

(SEAL)

Clifford Russell Daniels (SEAL)

Clifford Russell Daniels (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of March, 19 74, personally appeared Clifford Russell Daniels and Sophie M. Daniels and ____, 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 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 ____

Helen L. O'Brien
Notary Public

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

STATE OF ____ }
COUNTY OF ____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 ____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated ____, 19____

Lot ____ Block ____ Addition ____

Section ____ Township ____ Range ____

____ County ____

No. of acres ____ Term ____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 25th day of March, 1974, at 2:45 o'clock P M., and duly recorded in Book 50, Page 524 of the records of this office.

Laura R Clark
County Clerk—Register of Deeds.

By Dee Lightner Deputy.

When Recorded Return to ____

441938

STATE OF ____ }
COUNTY OF ____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this ____ day of ____, 19____, before me, a Notary Public in and for said County and State, personally appeared ____, to me known to be the ____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS my hand and official seal the day and year above written.

My Commission Expires ____

Notary Public

OIL, GAS AND MINERAL LEASE

Made and entered into this 26 day of February 19

and between Ched Nordlie and Luella E. Nordlie Husband and Wife

605 Southmoreland Ave. Sioux Falls, South Dakota

Party of the first part, hereinafter called lessor (whether one or more) and

SF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit: EXCEPT HOWEVER any and all other methods wherin and whereby nuclear, hydrogen or atomic energy or nuclear fission or hydrogen or atomic bomb devices are employed

T.33N., R.112W. 6th P.M.
Sec. 31: Lot 1(40.00 acres), Lot 2(40.00 acres), Lot 3(40.00 acres), E/2NW/4, NE/4SW/4, NE/4, N/2SE/4.
Sec. 32: N/2NW/4, NW/4NE/4.

and containing 600 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ 5 years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Valley National Bank at Sioux Falls, South Dakota or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred and No/100 ($600.00) 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, and any such com-

[redacted] [redacted] [redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Obed Nordlie (SEAL)

Obed Nordlie (SEAL)

(SEAL)

(SEAL)

Luella E. Nordlie (SEAL)

Luella E. Nordlie (SEAL)

(SEAL)

(SEAL)

STATE OF South Dakota }
COUNTY OF Minnehaha } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this fourth day of March, 19 74, personally appeared Obed Nordlie and Luella E. Nordlie, 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 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 April 25, 1977

N. J. Mosby
Notary Public

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 20th day of May, 19 74, at 2:45 o'clock P M., and duly recorded in Book 50, Page 527 of the records of this office.

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded

Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 26 day of February 19 71
and between Ronald H. Hall and Dolores J. Hall Husband and Wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More ---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: EXCEPT HOWEVER any and all other methods wherin and whereby nuclear, hydrogen or atomic energy or nuclear fission or hydrogen or atomic bomb devices are employed

T.33N.,R.112W. 6th P.M.
Sec.31: Lot 1(40.00 acres), Lot 2(40.00 acres), Lot 3(40.00 acres), E/2NW/4, NE/4SW/4, NE/4, N/2SE/4.
Sec.32: N/2NW/4, NW/4NE/4.

and containing 600 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ 5 years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred and No/100 ($600.00)---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees, purporting to be made under authority of any such act, statute, shall not consitute a violation of any terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor or constitute a

pliance confer any [redacted] entry or become the basis of any action for [redacted] or suit for the forfeiture or cancellation h[redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Ronald W. Ball (SEAL)
Ronald W. Ball (SEAL)
520-38-8704 (SEAL)
(SEAL)

Dolores J. Ball (SEAL)
Dolores J. Ball (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26 day of February, 19 74, personally appeared Ronald W. Ball and Dolores J. Ball, 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 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 [illegible] Helen L. O'Brien
Notary Public

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

STATE OF } SS.
COUNTY OF }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 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

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

No. of acres County Term

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 26th day of Feb., 19 74, at 2:45 o'clock P. M., and duly recorded in Book 52, Page 520 of the records of this office.

Clerk's Fee $
Ellen McClark
County Clerk—Register of Deeds.
By Evelyn Hughes
Deputy.

When Recorded Return to

141330

STATE OF } SS.
COUNTY OF }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — COEPORATION

On this day of , 19 , before me, a Notary Public in and for said County and State, personally appeared , to me known to be the of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires
Notary Public

( ) MINERAL LEASE

THIS AGREEMENT Made and entered into this ___ day of ___, 19___,
by and between William T. Sorensen and Mable L. Sorensen, husband and wife
Edson 406 Pinedale, Wyoming

_____ Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit: T.33N.,R.110W. 6th P.M. Sec. 28: SE¼. Sec. 33: E½NE¼, NW¼NE¼, SE¼NW¼, E½SE¼, E½SW¼. Sec. 34: W½SW¼, SE¼SW¼. T.32N.,R.110W. 6th P.M. Sec. 4: lot 3(30.53 acres), lot 4(28.71 acres), S½SW¼. Sec. 5: lot 1(26.36 acres), lot 2(24.99 acres), lot 3(23.12 acres), lot 4(21.25 acres), SW¼SE¼, SE¼SW¼. Sec. 6: lot 1(19.31 acres), SE¼SW¼. Sec. 8: NW¼, W½SE¼, E½SW¼. Sec. 9: E½NW¼, NW¼NW¼, SW¼SE¼, E½SW¼. Sec. 17: NE¼, NE¼SE¼. and containing 1734.27 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Seventeen Hundred Thirty Four and 27/100 ($1,734.27)---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting sections) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such com-

[redacted] under any [redacted] entry or become the basis of any action for [redacted] or void for the forfeiture or cancellation h[redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Albert P. Sommers (SEAL) Verla M. Sommers (SEAL)

Albert P. Sommers 520-42-0670 (SEAL) Verla M. Sommers (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8 day of March, 1974, personally appeared Albert P. Sommers and Verla M. Sommers, 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 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 Helen L. O'Brien
Notary Public

County of Sublette State of Wyoming
My Commission Expires Nov. 17, 1977

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 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

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County Term

No. of acres

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.

County Clerk—Register of Deeds.

By Deputy.

When Recorded
Return to

FEE $

STATE OF
COUNTY OF } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me, a Notary Public in and for said County and State, personally appeared , to me known to be the of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 2 day of March, 19 67
by and between Leonia J. Tibbs, a widow
Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: T. 33N., R. 110W. 6th P.M. Sec. 28: SE¼. Sec. 33: E½NE¼, NW¼NE¼, SE¼NW¼, E½SE¼, E½SW¼. Sec. 34: W½SW¼, SE¼SW¼. T. 32N., R. 110W. 6th P.M. Sec. 4: lot 3(30.53 acres), lot 4(28.71 acres), S½SW¼. Sec. 5: lot 1(26.36 acres), lot 2(24.99 acres), lot 3(23.12 acres), lot 4(21.25 acres), SW¼SE¼, SE¼SW¼. Sec. 6: lot 1(19.31 acres), SE¼SW¼. Sec. 8: NW¼, W½SE¼, E½SW¼, Sec. 9: E½NW¼, NW¼NW¼, SW¼SE¼, E½SW¼. Sec. 17: NE¼, NE¼SE¼. and containing 1734.27 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 North Side State Bank at Rock Springs, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Seventeen Hundred Thirty Four and 27/100 ($1,734.27)---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered [redacted] of any clause, obligation, covenant, under[redacted]ndition or stipulation contained herein, nor shall it be or constitute a cause for the term[redacted]forfeiture, reversion or revesting of any esta[redacted]rest herein and hereby created and set out[redacted] any such com-

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Martha J. Hittle (SEAL) _____ (SEAL)

Martha J. Hittle -522-32-2957 (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9 day of March, 19 74, personally appeared Martha J. Hittle 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 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 Sept. 1, 1975

Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 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

Oil, Gas and Mineral Lease

FROM

TO

Dated ..... 19....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County .....

No. of acres ..... Term .....

STATE OF _____ } SS.
COUNTY OF _____ }

This instrument was filed for record on the 20th day of March, 19 74, at 2:45 o'clock P M., and duly recorded in Book 50, Page 533 of the records of this office.

Lucy R. Clark
County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded Return to

A41992

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 2 day of [illegible], 1966, by and between Otto Jensen and Florence Jensen Lochard and Wife Boulder, Wyoming

[illegible] Party of the first part, hereinafter called lessor (whether one or more), and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit: T.33N.,R.110W. 6th P.M. Sec. 28: SE¼, Sec. 33: E½NE¼, NW¼NE¼, SE¼NW¼, E½SE¼, E½SW¼. Sec. 34: W½SW¼, SE¼SW¼. T.32N.,R.110W. 6th P.M. Sec. 4: lot 3(30.53 acres), lot 4(28.71 acres), S½SW¼. Sec. 5: lot 1(26.36 acres), lot 2(24.99 acres), lot 3(23.12 acres), lot 4(21.25 acres), SW¼SE¼, SE¼SW¼. Sec. 6: lot 1(19.31 acres), SE¼SE¼. Sec. 8: NW¼, W½SE¼, E½SW¼. Sec. 9: E½NW¼, NW¼NW¼, SW¼SE¼, E½SW¼. Sec. 17: NE¼, NE¼SE¼. and containing 1734.27 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 North Side State Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Seventeen Hundred thirty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termi[redacted]feiture, reversion or revesting of any estat[redacted]st herein and hereby created and set out, [redacted] any such com-

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Otto Jensen (SEAL)

Otto Jensen 520-38-8623 (SEAL)

(SEAL)

(SEAL)

Florence Jensen (SEAL)

Florence Jensen (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9 day of March, 19 74, personally appeared Otto Jensen and Florence Jensen, 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 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 Sept. 1, 1975

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 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

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 20th day of March, 19 74, at 2:45 o'clock P.M., and duly recorded in Book 50, Page 535 of the records of this office.

Irene R. Clarke
County Clerk—Register of Deeds.

By Dena O. Whitlee
Deputy.

When Recorded Return to

STATE OF
COUNTY OF } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me, a Notary Public in and for said County and State, personally appeared , to me known to be the of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires

Notary Public

537

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 26 day of March
by and between John F. Sommers and Kandivnn Sommers Husband and Wife
P.O. Box 42 Idaho Falls, Idaho

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: T.33N.,R.110W. 6th P.M. Sec. 28: SE¼. Sec. 33: E½NE¼, NW¼NE¼, SE¼NW¼, E½SE¼, E½SW¼. Sec. 34: W½SW¼, SE¼SW¼. T.32N.,R.110W. 6th P.M. Sec. 4: lot 3(30.53 acres), lot 4(28.71 acres), S½SW¼. Sec. 5: lot 1(26.36 acres), lot 2(24.99 acres), lot 3(23.12 acres), lot 4(21.25 acres), SW¼SE¼, SE¼SW¼, Sec. 6: lot 1(19.31 acres), SE¼SE¼. Sec. 8: NW¼, W½SE¼, E½SW¼, Sec. 9: E½NW¼, NW¼NW¼, SW¼SE¼, E½SW¼. Sec. 17: NE¼, NE¼SE¼. and containing 1734.27 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 of Idaho Bank at Idaho Falls, Idaho 83401 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Seventeen Hundred Thirty Four and 27/100 ($1,734.27)---------- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or render to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payment shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered [redacted] of any clause, obligation, covenant, under[redacted]ndition or stipulation contained herein, nor [redacted] be or constitute a cause for the term[redacted]orfeiture, reversion or revesting of any esta[redacted]rest herein and hereby created and set out [redacted] any such com-

pliance confer any [redacted] county or become the basis of any action [redacted] or suit for the forfeiture or cancellation h[redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

John F. Sommers (SEAL)

John F. Sommers (SEAL)

520-12-4009 (SEAL)

(SEAL)

Marilynn Sommers (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Idaho }
COUNTY OF Bonneville } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared John F. Sommers and Marilynn Sommers, 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 _____ 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 12-16-76

Kathleen Jensen
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____

Term _____

STATE OF Idaho }
COUNTY OF Bonneville } SS.

This instrument was filed for record on the 20 th
day of May, 19 74, at 2:45 o'clock
P. M., and duly recorded in Book 52, Page 537
of the records of this office.

Pearl R Clark
County Clerk—Register of Deeds.

By Kathleen Steele
Deputy.

When Recorded
Return to

144594

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

OIL AND GAS LEASE

AGREEMENT, Made and entered into this ____ day of ____, by and between Robert A. Olsen and Irma Olsen, his wife
Box 668
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more), and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West, 6th P.M.: Sections 14,15,21,22,23,27
Township 31 North, Range 108 West, 6th P.M.: Sections 6
Township 32 North, Range 108 West, 6th P.M.: Sections 6, 7, 8, 9, 17, 31
(See attachment for complete description)
O.S.O. G.O.

and containing 2132.12 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 render to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand One Hundred and Thirty Two and 12/100 - - - 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, condition or stipulation contained herein, nor shall the same be or constitute a cause for the termination, forfeiture, reversion or revestment of any estate, right or interest herein and hereby created and set out. All any such com-

Township 30 North, Range 110 West, 6th P.M.

Section 14: Lots 2 (39.42), 3 (8.96), 6 (21.70), 8 (27.45), 9 (39.68) SW¼NE¼, NE¼SW¼
Section 15: Lots 4 (35.07), 5 (28.42), 6 (32.77), 8 (26.11), SW¼NE¼ E½SW¼, W½SE¼
Section 21: Lot 1 (7.94)
Section 22: Lots 2 (29.44), 3 (25.34), 4 (38.40), 5 (35.58), 6 (11.01) 7 (17.92), 9 (39.87), 10(23.30), 11(41.21), NW¼NE¼, NW¼, NW¼SW¼
Section 23: Lot 1 (37.12)
Section 27: Lots 1 (37.12), 2 (34.30), NW¼NE¼

Township 31 North, Range 108 West, 6th P.M.

Section 6 : Lots 3 (40.03), 4 (18.08)

Township 32 North, Range 108 West, 6th P.M.

Section 6 : SW¼SE¼
Section 7 : N½NE¼, SE¼NE¼
Section 8 : S½NW¼, SE¼, N½SW¼, SE¼SW¼
Section 9: W½SW¼
Section 17: N½NE¼
Section 31: Lots 3 (17.91), 4 (17.97), S½SE¼, E½SW¼

Together with all accretion and riparian rights and all right, title and interest to the bed of the Green River

P.S.D.
DD.

8 33808 00

[illegible] lessor, or by paying [illegible]

[illegible] homestead, dower or curtesy that or either of them may have in or to the leased [illegible]

[illegible] and agree to defend the title to the lands herein described and acceptance that the lessee shall have the right at any time to redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Anne Olson (SEAL)
Anne Olson (SEAL)
(SEAL)
(SEAL)

Peter S. Olson (SEAL)
Peter S. Olson (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Eleventh day of March, 19 74, personally appeared Peter S. Olson and Anne Olson, 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 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 1-6-75

Anna M. C. Clark County Clerk
~~Notary Public~~

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 20th day of May, 19 74, at 2:45 o'clock P M., and duly recorded in Book 50, Page 537 of the records of this office.

Anna M. C. Clark
County Clerk—Register of Deeds.

By Deputy.

When Recorded

Return to

STATE OF
COUNTY OF } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

[redacted] OIL, GAS AND [redacted]ERAL LEASE [redacted]

AGREEMENT, Made and entered into this 18th day of March, 1974

by and between Ira E. Sandlin and Dorothy I. Sandlin, his wife
Box 56
Boulder, Wyoming 82923

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and Other Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 32 North, Range 108 West, 6th P.M.
Section 4: Lots 2 (35.28), 3 (35.20), SW¼NE¼
Township 33 North, Range 108 West, 6th P.M.
Section 26: SW¼
Section 34: SE¼NE¼, N½SE¼, SE¼SE¼
Section 35: W½

and containing five 750.48 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt xxxxxxxxxxxxxxxxxxxxxxxxxx produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ----Seven Hundred Fifty and 48/100---- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. The covenants of this lease, whether so expressed or not, shall be the duty of each assignee or the lessee of all obligations hereunder.

In compliance with any and all executive orders, rules, regulations made or promulgated by State or Federal courts, State or Federal officers, boards, commissions or [illegible]

lessor hereby releases and relinquishes any right of homestead lessor may have in or to the land and
Lessor hereby [illegible] agrees that the lessee shall have the right at any time
to redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor
hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Dorothy L. Sandlin (SEAL)
Dorothy L. Sandlin (SEAL)
(SEAL)
(SEAL)

Ira E Sandlin (SEAL)
Ira E. Sandlin (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming }
COUNTY OF Sweetwater } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of March, 19 74, personally appeared Ira E. Sandlin and Dorothy L. Sandlin, his 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 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 May 24, 1977

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

.....

.....

TO

.....

.....

Dated ....., 19.....

Lot..... Block..... Addition.....

Section..... Township..... Range.....

..... County.....

No. of acres..... Term.....

STATE OF Wyoming }
COUNTY OF Sweetwater } SS.

This instrument was filed for record on the 28th day of March, 19 74, at 2:45 o'clock P. M., and duly recorded in Book 270, Page 542 of the records of this office.

Lynn R Clark County Clerk—Register of Deeds.

By Dorothy Lytle Deputy.

When Recorded

Return to.....

2-2135G

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

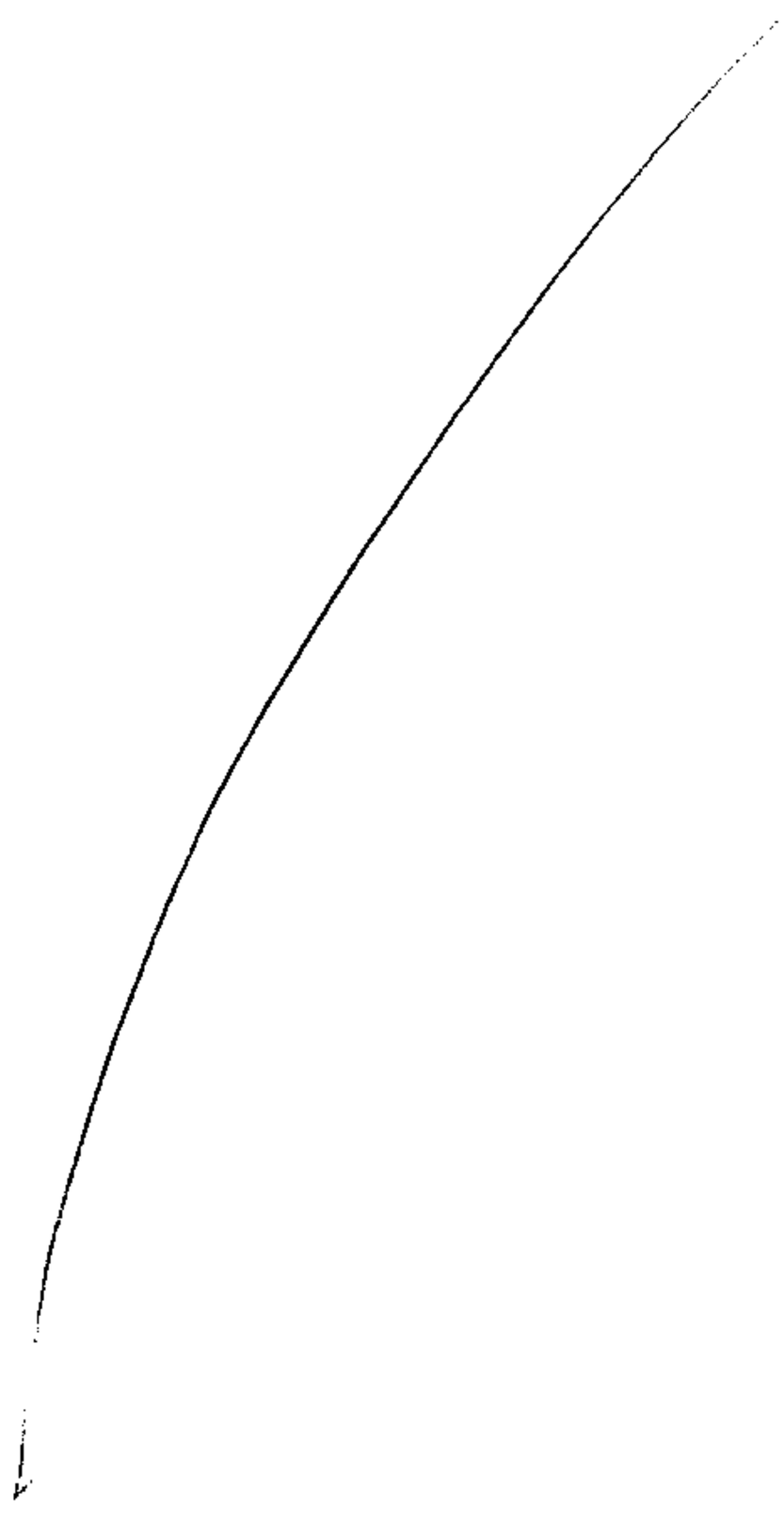
On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

[redacted] [redacted] [redacted]



OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this [illegible] day of [illegible] 19[illegible]

by and between [illegible]

Box 98, Boulder, Wyoming 82923

[illegible] Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, ~~and all other minerals~~ or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 33 North, Range 107 West, 6th P.M.; Sections 20, 22, 29; Township 32 North, Range 108 West, 6th P.M.; Sections 1, 12, 13; Township 32 North, Range 107 West, Section 7; Township 33 North, Range 108 West, Sections 22, 27, 28, 27 (See attached for complete description)

EXCEPT HOWEVER any and all other methods wherein and whereby nuclear, hydrogen or fission or hydrogen or atomic bomb devices are employed.

five and containing 1954.01 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or ~~any other minerals~~ or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt ~~and other minerals~~ and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Nine Hundred Thirty Four and 01/100-- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or ~~other minerals~~ or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered [redacted] of any clause, obligation, covenant, [redacted] condition or stipulation contained herein, nor [redacted] be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate, interest herein and hereby created and set out [redacted] any such com-

[redacted] entry or become the basis of any action to [redacted] or suit for the forfeiture or cancellation [redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Floyd E. Bouseman President (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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_____ 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 _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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_____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot_____ Block_____ Addition_____

Section_____ Township_____ Range_____

_____ County_____

No. of acres_____

Term_____

STATE OF Wyoming } SS.
COUNTY OF Sublette

This instrument was filed for record on the 29th day of March, 19 74, at 2:45 o'clock P.M., and duly recorded in Book 320, Page 545 of the records of this office.

By Aune R. Clark
Aune R. Clark
County Clerk—Register of Deeds.

When Recorded
Return to

_____ Deputy.

STATE OF ~~Wyoming~~ } SS.
COUNTY OF ~~Sublette~~

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this 25th day of March, 19 74, before me, a Notary Public in and for said County and State, personally appeared Floyd E. Bouseman, to me known to be the ~~Vice President~~ President of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires 1-6-75

Aune R. Clark, Sublette County Clerk
by: _____ Deputy

Township 33 North, Range 107 West, 6th P.M.

Section 20: S½SE¼
Section 21 : S½SW¼
Section 29: N½NE¼, SW¼NE¼, NW¼NE¼

Township 32 North, Range 108 West, 6th P.M.

Section 1: SE¼SE¼
Section 12: All except SE¼SE¼SE¼
Section 13: NW¼NW¼, NE¼

Township 32 North, Range 107 West, 6th P.M.

Section 7: Lot 1 (36.40), Lot 2 (36.40), Lot 4 (34.00), Lot 5 (38.45),
Lot 6 (39.07), Lot 7 (39.69), N½SE¼, SW¼SE¼, W½SW¼

Township 33 North, Range 108 West, 6th P.M.

Section 22: SE¼SE¼,
Section 23: SW¼
Section 26: W½NW¼
Section 27: NE¼NE¼

Together with all accretion and riparian rights and all right, title and interest to the bed of any river or stream located on said property.

F.E.B.

8 34031 00

[redacted] OIL, GAS AND [redacted] LEASE [redacted]

AGREEMENT, Made and entered into this 27th day of March, 19 74

by and between Robert G. and Alice Lozier of Boulder Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods and operating for oil, condensate, gas, asphalt, sulphur, or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: EXCEPT HOWEVER any and all other methods wherein and whereby nuclear, hydrogen or atomic energy or nuclear fission or hydrogen or atomic bomb devices are employed.

Township 32 North, Range 108 West, 6th P.M.
Section 3: SW¼, West two thirds W½SE¼
Section 4: SE¼
Section 9: N½NE¼
Section 10: N½NW¼, West two thirds N½NE¼

five and containing 560 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Five Hundred Sixty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals, and the ownership of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute proposing to be enacted by any Federal or State legislative authority or with rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or agencies, or proposing to be made either voluntarily or by any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or of any of the rights, obligations, covenants, undertakings, conditions or stipulations contained herein, nor shall it be grounds for forfeiture, termination, cancellation or avoidance hereof.

Rec Bk 51 Pg 129

lessor at any time surrender this lease, in whole or in part, by delivering or mailing a release thereof to the lessee or by placing a release of record in the proper county.

Lessor hereby waives and relinquishes any rights of homestead, dower or curtesy that he or she may have in the above described lands.

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 redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by the lessor and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Robert G. Lozier (SEAL)
Robert G. Lozier (SEAL)
Alice Lozier (SEAL)
Alice Lozier (SEAL)

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of March, 19 74, personally appeared Robert G. Lozier and Alice Lozier, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing 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 last above written.

My ~~Commission~~ Term Expires January 6, 1975

Anne R. Clark, County Clerk
by Lisa J. Yates Deputy
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County

No. of acres _____ Term _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 28th day of March, 19 74, at 2:45 o'clock P M., and duly recorded in Book 57, Page 548 of the records of this office.

Anne R. Clark
County Clerk—Register of Deeds.
By Lisa J. Yates Deputy.

When Recorded

Return to

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

[redacted] OIL, GAS AND [redacted]ERAL LEASE [redacted]

AGREEMENT, Made and entered into this 22 day of March, 19 74

by and between Leo and Eva Jensen, Boulder, Wyoming

_____

_____

_____

_____. Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 32 North, Range 108 West, 6th P.M.; Sections 2, 14
Township 33 North, Range 103 West, 6th P.M.; Sections 25, 26, 35
Township 33 North, Range 107 West, 6th P.M.; Section 31; Lots 2, 3, 4,

_____

_____

five and containing 1,075.32 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Seventy Five and 32/100---- 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. [illegible] assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with [illegible] orders, ordinances, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or [illegible] made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease [illegible] any express or implied covenant, undertaking, condition or stipulation in conflict therewith, and it shall be a complete [illegible] of liability of [illegible] hereunder and in any event shall not [illegible] or [illegible] lease.

550

Misc Bk 58 Pg 372

[illegible] proper county.

Lessor hereby releases and relinquishes any right of homestead under or canon thereof or either of them may have in the premises.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his [illegible] heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Leo Jensen (SEAL)

Leo Jensen (SEAL)

Eve Jensen (SEAL)

Eve Jensen (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 19 74, personally appeared Leo Jensen and Eve Jensen, 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 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 1-6-75

Aune R. Clark, Sublette County Clerk
by: Kiliane Hoff
Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 ____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 22nd day of March, 1974, at 2:45 o'clock P M., and duly recorded in Book 50, Page 550 of the records of this office.

Aune R. Clark
County Clerk—Register of Deeds.

By Kiliane Hoff
Deputy.

When Recorded

Return to _____

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

[redacted] [redacted] [redacted]

5-57

Township 32 North, Range 108 West, 6th P.M.

Section 2: W½, W½SE¼, SW¼NE¼, SE¼SE¼, Lot 2
Section 14: W½W½, but and except for: A tract and parcel of land bounded by the following traverse, the initial point whereof is the southeast corner of the southwest ¼ of the southwest ¼ of Section 14; Township 32 North; Range 108 West of the Sixth Principal Meridian, and from said initial point running thence due north a distance of 700 feet to a point, and thence running due west a distance of 301 feet to a point, thence running due south 700 feet to a point on the south line of said Section 14; thence running due east along the said south line of such section 14 to the Point of beginning.

Township 33 North, Range 108West, 6th P.M.

Section 25: SE¼SW¼, S½SE¼
Section 26: SE¼SE¼
Section 35: N½NE¼, SW¼NE¼

Township 33 North, Range 107 West, 6th P.M.

Section 31: Lot 2 (40.04), Lot 3 (40.10) Lot 4 (40.18)

Together with all accretion and riparian rights and all right, title and interest to the bed of any river or stream located on said property

L L
E J

8 34049 00

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT EXETER DRILLING AND EXPLORATION COMPANY, with offices at 2300 Lincoln Center Building, Denver, Colorado 80203, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid by INTER-AMERICAN PETROLEUM CORPORATION, whose address is 609 E. Speer Boulevard, Denver, Colorado 80203, and TRICENTROL UNITED STATES, INC., 2914 Lincoln Center Building, Denver, Colorado 80203, hereinafter jointly called "Assignees", the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto said Assignees, without warranty of title either express or implied, an undivided twenty five percent (25%) interest in and to the following described oil and gas lease:

> Oil and Gas Lease dated October 10, 1973, from Alice M. Schaffer; Lucille Cooper; Marie McGinnis Graves and Kenneth Graves, as Lessor, to Exeter Drilling and Exploration Company, as Lessee, and recorded in Book 50, Page 265, of the records of Sublette County, Wyoming, covering the following described land in said County and State, to-wit:
>
> Township 28 North, Range 112 West
> Section 23: W/2 SW/4
> Section 26: W/2 NW/4

together with the rights incident thereto and the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

The interest hereby conveyed shall be owned in equal shares by each of the parties Assignee.

In the event the oil and gas lease described above covers an interest less than the entire undivided mineral estate therein, in that event the interest herein conveyed shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

This assignment is made subject to all the terms and provisions of those certain Agreements dated November 20, 1973, between Assignor and Assignees here and shall extend to and be binding upon the successors and assigns of the Assignor and Assignee herein.

142077

Recorded Dec 28 1974 Year
at 11:00 A.M. 554
[illegible]
By [illegible] Deputy

IN WITNESS WHEREOF, this Agreement and Assignment has been executed as of the 29th day of April, 1974.

ATTEST:

Freda Austerlitz

Freda Austerlitz, Asst. Secy.

EXETER DRILLING AND EXPLORATION COMPANY

BY: _____

J. ALLEN GARDNER, VICE-PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER

On this 1st day of May 1974, before me appeared J. ALLEN GARDNER to me personally known, who, being by me duly sworn, did say that he is the Vice-President of EXETER DRILLING AND EXPLORATION 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 J. ALLEN GARDNER acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and seal this 1st day of May, 1974.

Ruth B. Jones

Notary Public

My Commission Expires:

6-21-76

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W–40958

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Maurice W. Brown
300 South Greeley Highway
Cheyenne, Wyoming 82001

1.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
LAND OFFICE
CHEYENNE, WYOMING
1973 SEP 13 PM 2 35

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* September 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 27 North, Range 104 West, Sublette County, Wyoming

Section 11: All
Section 12: All
Section 13: All
Section 24: All

Containing 2560.00 acres

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)* 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 11th day of September, 19 73

Henry E. Lanham
(Assignor's Signature)

P. O. Box 10010
(Assignor's Address)

Cheyenne, Wyoming 82001
(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:

143028

RECORDED June 3 19 73 at 9:15 AM
IN BOOK Oil & Gas PAGE 556
FEES $4.00 Dorothy Clerk COUNTY CLERK
SUBLETTE COUNTY, WYOMING

Assignment approved effective _____ By _____
(Authorized Officer)

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 [X] 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 12th day of September, 19 73

Marvine D. Adam

(Assignee's Signature)

300 South Greeley Highway
Cheyenne, Wyoming 82001

(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 corporation in such matters; and (d) percentage of [redacted] stock and percentage of *all* stock owned [redacted] 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 agreem[redacted] any, *must* be filed no later than fifteen (15) days af[redacted] assignment.

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 11th day of September, A. D. 1973, before me personally appeared Henry B. Larson 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 [illegible] September, A. D. 1973

(SEAL)

LESLIE DEAN NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Notary Public

My Commission expires

559

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Dorothea Parker
129 West Jefferson Road, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number [illegible],
and covering land situate in Sublette County, Counties, described as follows:

Township 29 N., Range 106 West, 6th P.M.

Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto MAURICE W. BROWN, 300 South Greeley Highway of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

RECORDED Dec. 3, 1973 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 559
FEES 2.00 Ann K. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois L. Siedow Deputy

Township 29 N., Range 106 West, 6th P.M.

Section 16: All

143029

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his 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 13th day of November, 1973.

WITNESS:

Dorothea Parker
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 13th day of November, A. D. 19 73, before me personally appeared Dorothea Parker 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 13th day of November, A. D. 19 73.

(SEAL)

Lois L. Siedow
Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners:

Assignment recorded in the Office of the Commissioner of Public Lands:

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be [redacted] and signed copies forwarded to Co[redacted]ner of Public Lands in duplicate, as o[redacted] retained for the office [redacted]

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 74
by and between William H. Budd, Sr., and wife Thelma I. Budd of Big Piney, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, ~~XXXXXXXXXX~~ or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See Attached Schedule

and containing -599.79- acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, ~~XXXXXXXXX~~ or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt ~~XXXXXXXXXXX~~ and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 ~~XX~~ of Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of SIX HUNDRED NINETY-NINE AND 79/100 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or ~~XXXXXXXXXX~~ or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed that in the event this lease is assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

In case this lease or any provision hereof is declared invalid by any court, bill or statute purporting to be enacted by any Federal or State legislative authority, or if this lease is made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or any such [illegible], or if the conservation or operation of oil [illegible]

560

Township 30 North - Range 112 West

Section 6: Lot 3 (39.92), Lot 4 (16.87), Lot 5 (16.26)
$SE\frac{1}{4}/NW\frac{1}{4}$

Township 30 North - Range 113 West

Section 1: Lot 1 (39.98), Lot 2 (39.96)

Township 31 North - Range 112 West

Section 31: Lot 1 (16.77), Lot 2(16.73), Lot 3 (16.67), Lot 4 (16.63)
$E\frac{1}{2}/W\frac{1}{2}$, $S\frac{1}{2}/NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 32: $NW\frac{1}{4}/SW\frac{1}{4}$

8 33683 01

[redacted] [redacted] [redacted]

pliance confer any [redacted] entry or become the basis of any action fo[redacted]s or suit for the forfeiture or cancellation [redacted] and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole ~~or in part~~, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

William H. Budd Sr. (SEAL)
William H. Budd, Sr. (SEAL)
(SEAL)
S.S.# 526-10-5410 (SEAL)

Thelma L. Budd (SEAL)
Thelma L. Budd (SEAL)
(SEAL)
S.S.# 520-30-6948 (SEAL)

STATE OF Wyoming }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of February, 19 74, personally appeared William H. Budd, Sr. and wife Thelma L. Budd, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing 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 last above written.

Helen L. O'Brien
Notary Public

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

My Commission Expires _____

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 27th day of Feb A.D., 19 74, at 10:45 o'clock A.M., and duly recorded in Book 220, ONG, Page 562 of the records of this office.

Lillian K. Clark
County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded 143034

Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

Notary Public

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW RESOURCES, INC.
515 Lakeside National Bank Building
Denver, Colorado 80212

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto OIL & GAS FUTURES, INC. OF TEXAS
2200 S. Post Oak Road
Houston, Texas 77027

(hereinafter called Assignee) all of assignor's right, title and interest being 100% in and to the oil and gas lease dated Janaury 18, 19 73, from White Acorn Sheep Company, lessor, to Rainbow Resources, Inc., lessee, recorded in book 49 Oil and Gas, page 245 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

143115

RECORDED June 7 1974 2:45 A.M.
IN BOOK 52 Oil & Gas PAGE 543
FEES 2.00 Rec'd K.O. Lacy COUNTY CLERK
SUBLETTE COUNTY CLERK
By Ann Hyde Deputy

Township 27 North, Range 103 West
Section 21: SW¼SW¼
Section 29: NE¼NE¼

Township 28 North, Range 103 West
Section 35: SW¼NE¼, SE¼NW¼

of Section ~~Township~~ Range and containing 160.00 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 18th day of March, 1974

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By: Charles A. Shear, Vice-President

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ 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 official seal the day and year last above written.

My commission expires _____

Notary Public

STATE OF COLORADO }
COUNTY OF JEFFERSON } ss. CORPORATION ACKNOWLEDGMENT

On this 18th day of March 19 74, before me the undersigned, a Notary Public in and for said county, personally came Charles A. Shear, Vice-President of the RAINBOW RESOURCES, INC. to me personally known to be the Vice President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Rainbow Resources, Inc., and that the Corporate seal of the said Rainbow Resources, Inc. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Wheat Ridge in said county the day and year last above written.

My commission expires May 11, 1975

Debra Allen
Notary Public

[redacted] [redacted] [redacted] Pacific Creek

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-38505

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. FARMERS UNION CENTRAL EXCHANGE, INCORPORATED
P. O. Box 126
Laurel, Montana 59044

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* March 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 28 North, Range 111 West, 6th P.M.
Section 4: Lots 1, 2, 3, 4, S½N½, S½

Containing 632.64 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.)* 3% 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 1st day of February, 1974

J. J. Sullivan (Assignor's Signature)

P. O. Box 1398 (Assignor's Address)

Tosca P. Sullivan, wife of J. J. Sullivan, joins herein for the purpose of releasing any interest whatsoever

Casper, Wyoming 82601 (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.

143116

THE UNITED STATES OF AMERICA

RECORDED June 7, 1974 9:22 AM
IN BOOK 50 Oil & Gas PAGE 564
FEES 2.00 Anna R Black COUNTY CLERK
SUBLETTE COUNTY CLERK

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

MAY 1 1974

Assignment approved

By [signature] (Authorized Officer)

Chief, Branch of Fluid Minerals

MAY 2

564

565

It is agreed that in the event the Assignee elects to relinquish, release or surrender the above described lease or any part thereof, it will give written notice to Assignor Sixty (60) days prior to the due date of rental payment, and Assignee further agrees that it will assign to Assignor that portion of the lease to be surrendered, provided such assignment is requested by Assignor in writing within fifteen (15) days after it has received said notice. The obligation of reassignment under the terms of this paragraph shall exist only in the event the lease can be maintained in full force and effect solely by the payment of rental. Damage by failure of the Assignee to fulfill the provisions of this paragraph shall be limited to the cash consideration paid for this assignment on a pro rata basis per the number of acres involved. Any reassignment as provided herein shall be free from all burdens other than those existing on the date hereof.

[redacted] [redacted] [redacted] 566

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 undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(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).

(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 this form for assignment of record title interest in oil and gas leases. For other types of assignments of working or royalty interests, operating agreements or subleases, an assignment instrument 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 executed copies of this form in the 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* — Any assignment, if approved, takes effect on the first day of the month following the date of filing of the required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying assignment 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 assigned interest and is bound by the terms of the 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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 1st day of February, 19 74, personally appeared J. J. Sullivan and Tosca P. Sullivan husband and wife and , to me known to be the identical person s described in and who executed the within and foregoing instrument 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

My commission expires: March 28, 1977

Notary Public

566

567

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

W-[illegible]
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
June 1, 1973
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

ABO PETROLEUM CORPORATION, a New Mexico Corporation 1/3
(name) YATES DRILLING COMPANY, a New Mexico Corporation 1/3
MYCO INDUSTRIES, INC., a New Mexico Corporation 1/3
(address) 207 South 4th Street
Artesia, New Mexico 88210

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 29 North, Range 106 West, 6th P.M.

Section 10: E½, E½NW¼
Section 14: All
Section 15: E½E½
Section 23: N½, SE¼, E½SW¼
Section 24: N½, SW¼, SE¼SE¼
Section 25: N½NW¼, E½NE¼, S½SW¼, NE¼SW¼

Containing 2560 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)*

3% in equal proportions

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 31st day of May , 19 74

Martin Yates, III

John A. Yates

S. P. Yates

207 South 4th Street
Artesia, New Mexico 88210

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: 143139

RECORDED June 10 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 567
FEES $ 5.50 Ruth Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

Assignment approved effective _____

Date approved _____ By _____
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date) _____

_____
(Title)

NOTE: Th[redacted] ex be reproduced provided that the co[redacted] exact reproductions on one sheet of bot[redacted] this [illegible] with [illegible] the provisions of 43 CFR 3128.2

[redacted] [redacted] [redacted] 57-8

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 day of , 19

with acknowledgment added

(Assignee's Signature)

(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
(August 1964)
(formerly 4–1175)

STATE OF NEW MEXICO }
COUNTY OF EDDY } 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 May , 1974 , personally appeared MARTIN YATES, III

and S. P. YATES and JOHN A. YATES

, to me known to be the identical persons, 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 [illegible]

Notary Public

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	RECORDED PAGE
0300956 Gene Francisco et ux T. 38 N., R. 113 W., 6th P.M. Sec. 33: E½SW¼	May 26, 1970	45 O&G	393

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 5th DAY OF June 19 74.

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 5th day of June, 1974, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

Mary Ann Lewis
Notary Public

My Commission Expires:
May 26, 1976

143140

RECORDED June 10, 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 569
FEES $2.00 Grace R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois L Yake Deputy

ASSIGNMENT OF OIL AND GAS LEASE

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE }

THAT, the undersigned, OIL AND GAS FUTURES, INC. OF TEXAS, Suite 700, 2200 South Post Oak Road, Houston, Texas 77027, Assignor, for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

	An Undivided Interest of:
Terra Resources, Inc., 5416 South Yale Ave., Tulsa, Okla. 74135	17.000%
W. G. Peavy, 1300 - 211 North Ervay Bldg., Dallas, Texas 75201	17.000
Pinedale Corporation, 60 Broad St., New York, N. Y. 10004	12.500
Rainbow Resources, Inc., 515 Lakeside National Bank Bldg., Denver, Colo. 80212	11.167
Petroleum Resources Company, P. O. Box 111, Cushing, Okla. 74203	8.333

being 66.000% of Assignor's right, title and interest in and to the Oil and Gas Lease dated January 18, 1973, from White Acorn Sheep Company, Lessor, to Rainbow Resources, Inc., recorded in Book 49, Page 245, of the Oil and Gas Records of Sublette County, Wyoming, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 27 North, Range 103 West
Section 21: SW/4 SW/4
Section 29: NE/4 NE/4

Township 28 North, Range 103 West
Section 35: SW/4 NE/4, SE/4 NW/4

and containing 160.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 10th day of June, 1974.

OIL AND GAS FUTURES, INC. OF TEXAS

ATTEST:

By _____
J. F. Dougherty, Chairman

Wanda Hutson
Wanda Hutson, Assistant Secretary

143323

RECORDED June 20, 1974 9:02 A M
IN BOOK 50 Oil & Gas PAGE 570
FEES $ _____ Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Alice J. Gabe Deputy

STATE OF TEXAS }
}
COUNTY OF HARRIS }

On this 10th day of June, A.D. 1974, before me personally appeared J. F. Dougherty, to me personally known, who, being by me duly sworn, did say that he is the Chairman of OIL AND GAS FUTURES, INC. OF TEXAS 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 J. F. Dougherty acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 10th day of June, A.D. 1974.

GWEN HUGHEN
Notary Public In and for Harris County, Texas
My Commission Expires June 1, 1975

Gwen Hughen
Notary Public

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
WYOMING LAND OFFICE
SERIAL NO. W-33110

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Elizabeth Breene Gilger, Sally Breene Huxley, and Northwest Pennsylvania Bank & Trust Company, Executors of the will of George A. Breene by virtue of an agreement or assignment dated the 17th day of January, 1973, between William T. Orr and George A. Breene, 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 Five per cent (5%) 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 33 North, Range 114 West, 6th P.M.

Section 20: SW¼
30: Lot 4, E½NE¼, SW¼NE¼, SE¼, E½SW¼

Containing 560.50 Acres

143384

RECORDED June 24, 1974 9:00 A M
IN BOOK 50 Oil & Gas PAGE 572
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 Wyoming Land Office Serial No. W-33110.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other goods and valuable considerations in hand paid by Jas. O. Breene, Jr. of 528 Patterson Bldg., Denver, Colo. 80202, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by the undersigned, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents do sell, assign, transfer, and convey unto Assignee Forty percent (40%) 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 their hands this 14th day of June, 1974.

WITNESS:

Executors of the Will of George A. Breene:

Elizabeth Breene Gilger
Elizabeth Breene Gilger, Executor

Northwest Pennsylvania Bank & Trust Co, Executor
By: [signature]
VICE-PRESIDENT & TRUST OFFICER

Sally Breene Huxley, Executor

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF VENANGO)

On this, the 10th day of June, 1974, before me, a Notary Public, the undersigned officer, personally appeared R. W. CRIST, Vice-President and Trust Officer of NORTHWEST PENNSYLVANIA BANK & TRUST COMPANY, ELIZABETH BREENE GILGER and SALLY BREENE HUXLEY, Executors under the Last Will and Testament of GEORGE A. BREENE, deceased, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Verna R. Ludwig
Notary Public

VERNA R. LUDWIG, Notary Public
Oil City, Venango Co., Pa.
My Commission Expires [illegible]

VERNA R. LUDWIG, Notary Public
Oil City, Venango Co., Pa.
My Commission Expires December 14, 1974

[redacted] [redacted] [redacted]

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, PETROLEUM, INC., a Kansas Corporation, 500 Colorado State Bank Building, Denver, Colorado 80202, hereinafter called "Assignor," for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, in the following respective proportions, hereby sell, assign, transfer and set over unto:

PETROCAP LTD. an undivided thirty-six percent (36%)

of its ---------- interest, in and to the following-described oil and gas lease, to-wit:

Lessors: United States of America, Bureau of Land Management

Lessee: Donald B. Anderson

Date: October 1, 1964

Recorded: --

insofar and only insofar as said lease covers the following-described land, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 8: Lots 13 and 18

Sublette County, Wyoming

143370

RECORDED June 24 1974 10:30 AM
IN BOOK 52 Oil + Gas PAGE 574
FEES $ 1.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy Gates Deputy

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee(s) subject to the overriding royalties and/or other burdens out of or with respect to production with which said lease acreage is encumbered, and subject to the terms of any agreements under which it may have been acquired by Assignor; and the Assignee(s) hereby assume and agree to pay their proportionate part of each of said overriding royalties and/or burdens to the extent that they are or remain a burden on the lease acreage herein assigned, and to comply with the terms of any agreements under which the lease acreage may have been acquired.

This assignment is made without warranty of title, either express or implied.

Executed this 21st day of June, 19 74.

PETROLEUM, INC.

BY _____
ROBERT D. COWDERY, Attorney in Fact

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of June, 1974, by Robert D. Cowdery, Attorney in Fact for PETROLEUM, INC. WITNESS my hand and official seal.

My Commission expires November 24, 1977.

_____
Notary Public

574

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 26th day of March, 19 74
and between Harold M. and Melita L. Snow, husband and wife
Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
F OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.
NESSETH, That the said lessor, for and in consideration of ----Ten and Other---- Dollars
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 kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its lessors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette,
of Wyoming, described as follows, to wit:

OWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM
ec. 10: SE¼SW¼, SW¼SE¼
ec. 15: E½NW¼, SW¼
ec. 21: NE¼
ec. 22: NW¼

EXCEPT HOWEVER, any and all other methods wherein and whereby nuclear, hydrogen or atomic energy or nuclear fission or hydrogen or atomic bomb devices are employed

and containing 640.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming, its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Forty and no/100- (640.00) 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a [redacted] for the term [redacted] forfeiture, reversion or revesting of any estate [redacted] rest herein and hereby created and set out, nor shall any such com-[redacted]

[redacted] [redacted] [redacted] while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

It is hereby understood that the sole and express purpose of this lease is to convey from Lessors to Lessee all of the oil, gas, casinghead gasoline, and all other gases and their respective constituent vapors.

IN WITNESS WHEREOF, We sign the day and year first above written.

Harold M. Snow (SEAL)

Harold M. Snow (SEAL)

(SEAL)

(SEAL)

Melita L. Snow (SEAL)

Melita L. Snow (SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of May, 1974, personally appeared Harold M. Snow and Melita L. Snow, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing 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 last above written.

My Commission Expires FAYE HAMMONS - NOTARY PUBLIC County of Sublette State of Wyoming My Commission Expires Nov. 22, 1975

Faye Hammons
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
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 _____ 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

143371

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____

Term _____

STATE OF _____ } SS.
COUNTY OF _____

This instrument was filed for record on the 24th day of May, 19 74, at 10:30 o'clock A M, and duly recorded in Book 30 Misc. Page 573 of the records of this office.

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded Return to _____

STATE OF _____ } SS.
COUNTY OF _____

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

Form 3120-1
(May 1968)

UNIT[redacted]TES
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)

James A. Messer, George M. Jones,
Lester L. Dodson, Jay E. Rank,
Name Robin L. Dodson
Street Box 870
City
State Fairbanks, Alaska 99701
Zip Code

W 26580
(Serial Number)

...to the determination by the Geo-
...lands therein describ-
...structure of a producing
...as of the date of signing hereof by the

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: #323 State: Wyoming County: Sublette

T. 35 N., R. 115 W., 6th Prin. Mer., Wyo.
Sec. 11: SE¼
Sec. 12: S½
Sec. 13: All
Sec. 14: E½
Sec. 23: E½
Sec. 24: All

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 2400.00 acres	Annual Rental . . . . . $ 1200.00

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 [signature]
(Signature of Signing Officer)

Acting Assistant Manager, Oil & Gas
(Title)

December 8, 1970
(Date)

143406

RECORDED June 25 19 74 1:50 PM
IN BOOK 50 Oil & Gas PAGE 578
FEES $ 11.00 Ann R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Clarke Deputy

FOR CLAIMANT

FOR CLAIMANT

AFE # 23946

63878

579

No. 246–1564

SEE INSTRUCTIONS ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 323

State WYOMING 26580

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. Messer 20%

(Signature of Applicant)

OCT 22 1970

(Date)

JAMES A. MESSER ET AL.
BOX 870
FAIRBANKS, ALASKA 99701

List Of Offerors Continued On Back

(Address, include zip code)

DO NOT DETACH

579

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 50c per acre or fraction thereof. Advance rental *must* be made by cash, certified check, bank cashiers check, money order, or bank draft. Only one parcel may be included on a drawing card.

OTHER PARTIES IN INTEREST

List Of Offerors Continued From Front

George M. Jones 20%
Lester L. Dodson 20%
Jay E Rank 20%
Robert L Dodson 20%

NOTE: Compliance must be made with the provisions of 43 CFR 3123.2

[redacted]

[redacted]

[redacted]

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 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 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) *Surrender or exit 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 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) *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, 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 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) *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) polluting air and water; (3) damaging improvements owned by the United States or others; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins or artifacts from or upon any lands or [illegible] abandonment or the cancellation or expiration of this lease, [illegible] any other time prior thereto when required and to the ex[illegible] deemed necessary by the lessor to fill any pits, ditches and other excavations, remove all [illegible] debris, and so far as reasonably possible, restore the surface of the leased land 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 on cessation 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) *Monopolies 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 that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. [illegible] 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, [illegible] to contracts, enter into and form a part of this lease so [illegible] as the same may be applicable.

581

591

Form 3109–3
(October 1970)
(formerly 3103–2)

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 1946 (5 U.S.C. 133y–16, Note).

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 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-TETON 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 831-116

583

Form 3109–3
(October 1970)
(formerly 3103–2)

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 1946 (5 U.S.C. 133y–16, Note).

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

,

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 831-116

55

W 26580

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.

SIGNATURE	DATE
James A Morgan	1 December 70
Jay E. Ranck	1st Dec 70
Glenn E. Endres	1st Dec 1970
Robin L. Nichols	1st Dec 1970
George M. Jones	5th December 1970

WSO 3103-1
(Rev 10/68)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In reply refer to:

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any land within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:
(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

DATE_____ SIGNATURE_____

537

Form 3120–13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W-26560

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease 1-1-71

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

Marvin J. Andresen (5%) and Richard E. Church (5%)
P. O. Box 1912
Fairbanks, Alaska 99701

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. 35 N., R. 115 W., 6th Prin. Mer., Wyo.
Sec. 11: SE¼
Sec. 12: S½
Sec. 13: All
Sec. 14: E½
Sec. 23: E½
Sec. 24: All

2400 acres more or less

2. What interest was held by the assignor in above-described lands prior to this assignment? 100 percent

3. What interest is being conveyed to assignee? 10%, and undivided 5% to each

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 2nd day of January, 1971.

Robin L. Dodson
Robin L. Dodson

James A. Musser George M. Jones

(Assignor's Signature)

Lester L. Dodson Jay E. Rank

(Assignor's Address)

P. O. Box 870, Fairbanks, Alaska 99707

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.

143497

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

RECORDED June 25 1971 1:30 PM
IN BOOK 57 Oil & Gas PAGE 537
FEES $ 5.00 Grace R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois L. Clark Deputy

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective FEB 1 1971

Date approved JAN 20 1971

By Lemuel Sands
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

"ACTING ASSISTANT MANAGER, OIL & GAS"
(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? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] 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? [X] 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? [X] 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 4th day of January, 19 [illegible]

Robert E. Chandler

(Assignee's Signature)

P.O. Box 1912 Fairbanks Alaska 99701

(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.

GPO 847-699

589

The State of Alaska Fairbanks North Star Borough

On this the 2nd day of January, 1971, before me personally appeared James A. Messer, Robin L. Dodson, Jay E. Rank, & Lester L. Dodson to me known to be the persons described in and who executed the attached instrument of assignment of interest in federal oil and gas lease W-26580, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year last above written.

Pearl Borland
Notary public in and for the
State of Alaska

My commission expires: 1-26-72

The State of Arizona County of Pima

On this the 4 day of January, 1971, before me personally appeared George M. Jones, to me known and known to me to be the person described in and who executed the attached instrument of assignment of interest in federal oil and gas lease W-26580, and acknowledged that he executed the same as a free act and deed.

Given under my hand and seal the day and year last above written.

Dorothy K. Miller
Notary public in and for the
State of Arizona

My commission expires: _____

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 W-25580

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 Code

Tenneco Oil Company
Suite 1200 Lincoln Tower Bldg.
Denver, Colorado 80203

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. 35 N., R. 115 W., 6th Prin. Mer., Wyo.
Sec. 11: SE¼
Sec. 12: S½
Sec. 13: All
Sec. 14: E½
Sec. 23: E½
Sec. 24: All

2400 acres, more or less

2. What interest was held by the assignor in above-described lands prior to this assignment? 100 percent

3. What 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)* 3½ percept (3½%)

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 Non 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 7th day of January, 1971

George M. Jones — Marvin J. Andresen

(Assignor's Signature) — (Assignor's Address)

Lester L. Dodson — Jay E. Rank — Robin L. Dodson — James A. Messer

Box 870 Fairbanks, Alaska 99701

Richard E. Church

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

143408

RECORDED June 25 1974 1:60 P M
IN BOOK 33 Oil & Gas PAGE 590
FEES $ 6.50 Ann M. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Laura Lynn Lake deputy

Assignment approved effective MAR 1 1971

Date approved FEB 25 1971

By Thomas Fee
(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 and conform with the provisions of 43 CFR 3128.2

590

For Claimant 63878

[redacted] [redacted] [redacted]

591

R I D E R

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 lessee by 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. Lessee shall then have the right for a period of 15 days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to lessee, and Assignee shall then execute an assignment of said oil and gas lease to lessee. Assignee herein assumes no liability whatsoever, either through error or negligence, for failure to notify or reassign.

Signed for Identification

[redacted] [redacted] [redacted]

REQUEST FOR APPR[redacted]F 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 day of , 19

(Assignee's Signature)

(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.

GPO 847 - 834

5-12

The State of ALASKA Fairbanks North Star Borough

On this the 4th day of January, 1971, before me personally appeared James A. Messer, Robin L. Dodson, Jay E. Rank, Lester L. Dodson, and Marvin J. Andresen to me known to be the persons described in and who executed the attached instrument of assignment of interest in federal oil and gas lease W-26580, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year last above written.

Pearl Borland
Notary public in and for the State of Alaska

My commission expires: 1-26-72

The State of ARIZONA County of _____

On this the 4th day of January, 1971 before me personally appeared George M. Jones, to me known and knownto me to be the person described in and who executed the attached instrument of assignment of interest in federal oil and gas lease W-26580, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year last above written.

Dorothy F. Hubbell
Notary public in and for the State of Arizona

My commission expires: _____

The State of ALASKA Greater Anchorage Borough

On this the 2nd day of January, 1971, before me personally appeared Richard E. Church, to me known and known to me to be the person described in and who executed the attached instrument of assignment of interest in federal oil and gas lease W-26580, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year last above written.

Notary public in and for the State of Alaska

My commission expires: 6/17/71

AFE# 26946

63878

[redacted] 19 474 [redacted] [redacted]

Producers 88 Spec. Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO. CASPER, WYOMING

AGREEMENT, Made and entered into the 16th day of May, 1974 by and between Robert W. Sievers, as Trustee for the use and benefit of Bonnie Ekens, also known as Bonney Ekens and Michael Warren, also known as Mike Warren of P. O. Box 130, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more) and Rainbow Resources, Inc., 515 Lakeside National Bank Building, 4704 Harlan Street, of Denver, Colorado 80212, 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

143465

Township 31 North, Range 111 West, 6th P. M.
Section 25: $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

RECORDED June 28 1974 9:00 AM
IN BOOK 50 Oil + Gas PAGE 594
FEES 3.00 Anne C Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yake Deputy

XXXXXX XXXXX XXX five (5) RWS and containing 160 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 Bank at Pinedale, Wyoming 82941, 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 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 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.~~ RWS

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:

Robert W Sievers (SEAL)
Robert W. Sievers, as Trustee for the use and benefit of Bonnie Ekens, a/k/a (SEAL)
Bonney Ekens, and Michael Warren, (SEAL)
a/k/a Mike Warren (SEAL)
(SEAL)
(SEAL)

#230-WY-2384
Sublette Flats

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 16th day of May, 19 74, personally appeared Robert W. Sievers, as Trustee for the use and benefit of Bonnie Ekens, a/k/a Bonney Ekens, and Michael Warren, a/k/a Mike Warren

~~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 1/22/78 22, 1975

Donna O. Sievers
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 _____

No. 88082

FROM

TO

_____, 19____

_____ Acres

_____ County,

This instrument was filed for record on the 30 day of May, 19 74, at 9 o'clock A. M., and duly recorded in Bk 110 Page 336 of the records of this office.

JAMES A. [illegible]
County Clerk.
By Dorothy Bowden Deputy.

When recorded return to

SUTTZEL BLUE PRINT CO., CASPER, WYOMING

NO. 500 U. C.
FORM 88 UNIT-WYO-COLO.

[redacted]

[redacted]

L. ALLEN PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 24th day of June, 19 74, by and between

Monte Norris, a single man
Big Piney, Wyoming 83113

party of the first part, hereinafter called lessor (whether one or more)

and Pacific Transmission Supply Co., 245 Market St., San Francisco, CA. 94105, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more ($10.00 +) 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 or treat, transport, and own said products, the following described land in Sublette County, State of Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 19: Lots 2 (42.35) & 4 (42.66), E½SW¼, S½SE¼
Section 30: NE¼NW¼, N½NE¼

Township 31 North, Range 114 West, 6th P.M.
Section 23: SE¼NE¼
Section 24: NW¼, S½NE¼, N½SE¼, SE¼SE¼

Containing five 765.01 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five 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 (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 (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 (1/8) of the proceeds from the sale of the gas, as such, for gas from wells where gas is found, and where not used or sold lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above paragraph hereof.

The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principle 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 (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 Big Piney at Big Piney, Wyoming 83113 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 Seven Hundred Sixty-Five and 01/100 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, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option to extending that period as aforesaid, and any and all other rights conferred. 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, but in no event shall payment for damages exceed the current market value of crops damaged.

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, 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. 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 lands 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 designated 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 paments which may fall due under this lease may be made to_____ 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 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 six (6) months 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 expressed 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 damage 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 purpose 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.

Monte Norris

596

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, [signature] a Notary Public, in and for said County and State, on this 3rd day of June, 19 74, personally appeared Monte Norris

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.

[illegible] — Notary Public
County of Sublette State of Wyoming
My Commission Expires March 14, 1978

My Commission Expires _____

[signature]
Notary Public.

Residing at [illegible]

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah
Nebraska, North Dakota, South Dakot
ACKNOWLEDGMENT — INDIVIDUA.

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 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 _____

No. 143493

FROM

TO

Dated _____, 19_____

No. Acres _____

_____ County, _____

This instrument was filed for record on the 1st day of July, 1974 at 2:00 o'clock P M., and duly recorded in Volume 50 O & G Page 576

of the records of this office.

Duane R. D. Clarke
County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, NATURAL GAS CORPORATION OF CALIFORNIA, Assignor, for and in consideration of Ten Dollars ($10.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, San Francisco, California 94105, Assignee, an undivided twenty-five percent (25%) interest in and to the oil and gas lease dated August 30, 1973, from William B. Sargent and Dorothy C. Sargent, husband and wife, Lessor, to W. B. Hinkel, Lessee, recorded in book 50 O&G, page 1, insofar as said lease covers the following described land in Sublette County, Wyoming

Township 37 North, Range 111 West, 6th P.M.
Sec. 23: SW¼NE¼, SE¼SW¼, W½SE¼, NE¼SE¼
Sec. 26: NE¼NW¼

containing 240 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

EXECUTED this 13th day of June 1974.

Attest:

NATURAL GAS CORPORATION OF CALIFORNIA

Secretary

Manager of Mineral Leases

143494

RECORDED July 1 1974 9:45 AM
IN BOOK 50 Oil & Gas PAGE 578
FEES 2.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lora Q Yake Deputy

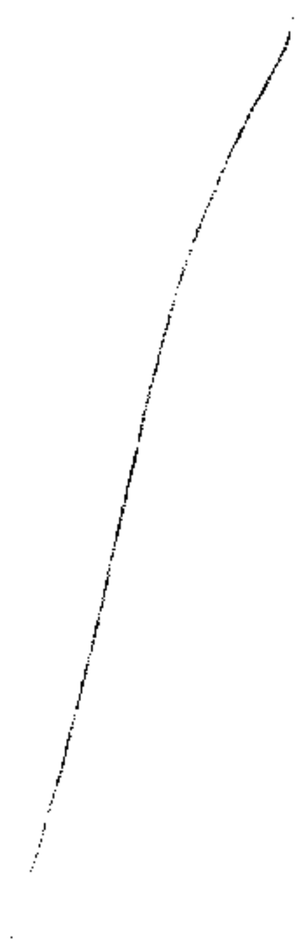
STATE OF CALIFORNIA
City and County of SAN FRANCISCO ss.

On this 18th day of JUNE, in the year 1974, before me, Marion L. Kinney, a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared E. H. Winsor and J. F. Taylor known to me to be the Manager of Mineral Leases and Secretary for Natural Gas Corporation of California of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of SAN FRANCISCO, the day and year in this certificate first above written.

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

Marion L. Kinney
Notary Public in and for the
City and County of SAN FRANCISCO, State of California
My Commission Expires May 14, 1976



OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 22 day of March, 19 74

by and between Dick and Donna J. Lozier of Boulder, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: E½SE¼, east one third of W½SE¼, Sec. 5; NE¼NE¼, east one third of NW¼NE¼, Sec. 10; W½ Sec. 11; all in Township 32 North, Range 108 West, 6th P.M.

EXCEPT HOWEVER any and all other methods wherein and whereby nuclear, hydrogen or fission or hydrogen or atomic bomb devises are employed.

five and containing 430 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties hereto provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof, and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail to 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. And if this lease, in whole or in part, shall be to the extent of such assignment relieve and discharge the lessee of all obligations thereafter

[illegible] with any rule or hereafter existing act, bill or statute proposed to be enacted by any Federal or State legislative authority, [illegible] rules, regulations made or promulgated by State or Federal courts, State or Federal officers, boards [illegible] to be made under a liability of any such rule, bill or statute, shall not constitute a violation of any of the terms of this lease [illegible] of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be [illegible]

60

force and effect as if, herein set forth.

at any time surrender this lease, in whole or in part, to lessor by delivering or mailing a release to lessor or by placing a release of record in the proper county.

lessor hereby releases and relinquishes any right of homestead, power of survey, or other right of either and all spouses of lessor in the lands described herein, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his heirs, devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Dick Lozier (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

Donna J. Lozier (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 19 74, personally appeared Dick and Donna J. Lozier and _____, 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 executed the same as taier 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 4, 1974

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
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 _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming }
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 5th day of April, 19 74, at 10:45 o'clock A.M., and duly recorded in Book 5D of Misc. Page 600 of the records of this office.

By _____ Lucille R. Clarke, County Clerk—Register of Deeds.

_____ Deputy.

When Recorded Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska,
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 3rd day of May, 19 74

by and between Gene Larmon Pilsterer and Sandra M. Pilsterer, husband and wife
Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One and Other Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Township 37 North, Range 113 West 6 P.M.

Section 12: S½SE¼, SE¼SW¼
Section 13: W½W½
Section 25: W½W½

Township 37 North, Range 112 West
Section 18: Lots 1,2, E½NW¼, E½SW¼; Section 30: Lots 1,2, NE¼NW¼

and containing 476.01 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred Seventy Six and 01/100 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 lessee.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation of any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rents. All or any part of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

[illegible] with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislature and with any rule, regulation made or promulgated by any State or Federal courts, State or Federal offices, boards, or commissions, and this lease shall be subject to be modified to be made [illegible] with any such act, bill or statute, and not constitute a violation of any of the terms hereof, nor shall it be considered a cause for the termination, forfeiture, [illegible]

[illegible] of any of the terms of this lease, then this lease shall terminate as to both parties hereto, except as to the portion of said premises then included in a pooled unit on which a well is located, and the obligations of lessee, as to the amount of acreage so retained, shall thereafter be determined and governed by the pooling provisions or requirements of this lease. When requested by lessor, lessee shall execute and record a proper instrument designating the acreage covered by this lease or a pooled unit retained hereunder and specifying the basis on which royalties are thereafter to be paid hereunder. If lessee drills a dry hole or holes on the land covered by this lease or on a pooled unit established for any well on this lease, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of paragraph 2 or pursuant to the provisions of paragraph 6 of this lease, after the primary term, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty days thereafter, or if it be within the primary term, commences or resumes the payment or tender of rentals or royalties on or before the rental paying date next ensuing after the expiration of the sixty days from the date of completion of a dry hole or cessation of production. If after the primary term production of oil or gas should be obtained from the land covered by this lease or from land pooled therewith, this lease shall continue in force so long as such production is maintained and, if production is obtained from a well which is located on land pooled with land covered by this lease, whether or not such well is located on the land covered by this lease, this lease shall continue in force so long as such production is maintained and for sixty days thereafter. If at the expiration of the primary term or at the expiration of any such sixty day period after the primary term production is not being maintained, but lessee is then engaged in drilling or reworking operations, this lease shall remain in force so long as such operations are prosecuted with no cessation of more than sixty consecutive days, and if they result in production, so long thereafter as such production is maintained. Production of oil or gas in paying quantities from a well located on land pooled with land covered by this lease shall maintain this lease in force with respect to all land covered hereby, whether or not actually drilled, for all purposes for which pooling is permitted hereunder.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Gene Harmon Pfisterer (SEAL)

Sandra M. Pfisterer (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO } SS.
COUNTY OF BONNEVILLE }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9TH day of MAY, 1974, personally appeared GENE HARMON PFISTERER and SANDRA M. PFISTERER, 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 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 OCTOBER 20, 1975

Notary Public

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
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 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

Oil, Gas and Mineral Lease

143599

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ } SS.
COUNTY OF _____ }

This instrument was filed for record on the 5th day of May, 1974, at 9 o'clock A.M., and duly recorded in Book 52 Oil & Gas, Page 602 of the records of this office.

Ruth Clark
County Clerk—Register of Deeds.

By Mary E. Fryer Deputy.

When Recorded Return to _____

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

[redacted] [redacted] [redacted]

THIS CONVEYANCE, dated this 15th day of May, 1974, consisting of two parts,

Part I being a conveyance of oil and gas properties from Midwest Oil Corporation (doing business under that name in all states included in Exhibit A, except Missouri wherein it operates as Nevada Midwest Oil Corporation), a Nevada corporation (hereinafter sometimes referred to as "Midwest"), to Standard Oil Company (Indiana), an Indiana corporation (hereinafter sometimes referred to as "Standard"), and

Part II being a conveyance of oil and gas properties from Standard Oil Company (Indiana), an Indiana corporation, to Amoco Production Company, a Delaware corporation (hereinafter sometimes referred to as "Amoco"),

WITNESSETH:

PART I

CONVEYANCE FROM MIDWEST OIL CORPORATION

TO STANDARD OIL COMPANY (INDIANA)

Midwest Oil Corporation (including Nevada Midwest Oil Corporation), for valuable consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver, effective as of 7:00 o'clock A.M. on July 1, 1974, unto Standard Oil Company (Indiana) the following:

A. All of the oil and gas leasehold interests, oil, gas and mineral leasehold interests, working interests, overriding royalty interests, fee interests, mineral interests, royalty interests, net profit interests, production payment interests and all other interests and property of every kind and character described and set forth in Exhibit A attached hereto and made a part hereof;

B. All of Midwest's right, title and interest in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under orders, regulations, rules or other official acts of any Federal, State or other governmental agency having jurisdiction), all contracts, agreements, rights and interests in or under contracts, agreements and leases of any type, all of which relate to any of the properties and interests specifically described in Exhibit A;

C. All of Midwest's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil, casinghead gas and gas sales, purchase, exchange, operating and processing contracts and agreements, and all other contracts, agreements and instruments relating to any of the properties and interests specifically described in Exhibit A;

D. Without limiting the foregoing, all of Midwest's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands specifically described or referred to in Exhibit A, even though Midwest's interests in said lands be incorrectly described or referred to in, or a description of such interests be omitted from, Exhibit A; and all of Midwest's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases, and leasehold, fee, mineral, royalty and overriding royalty interests, and all other interests of whatsoever character insofar as the same cover or relate to said lands, even though said oil and gas leases, oil, gas and mineral leases and said leasehold, fee, mineral, royalty and overriding royalty interests, and other interests, be incorrectly or insufficiently described or referred to in, or a description thereof be omitted from, Exhibit A;

E. All of Midwest's right, title and interest in and to all personal property, improvements, easements, permits, licenses, servitudes and rights of way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the lands or interests granted, bargained, sold, conveyed, assigned, transferred, set over and delivered by this Conveyance, or the production, treating, storing, or transportation of oil, gas, other hydrocarbons or other minerals, including but not by way of limitation, wells (whether producing, shut-in, injection, or water supply wells), tanks, boilers, buildings, fixtures, machinery and other equipment, pipe lines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development or operation of the lands or interests conveyed, assigned and transferred by this Conveyance, or the production, treating, storing or transportation of oil, gas, other hydrocarbons or other minerals;

BUT SUBJECT, HOWEVER, to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, of record, including the presently existing and valid royalties, overriding royalties, payments out of production, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and other instruments and matters and to all existing and valid easements and rights of way of record or occupied on the ground, if any, and further subject to a reservation by Midwest of all its interests in the Light Oil and Tensleep Units, Salt Creek Field, Natrona County, Wyoming, which are not conveyed herein and are hereby reserved in Midwest.

TO HAVE AND TO HOLD the rights, titles and interests hereby conveyed, together with all and singular the rights, privileges, hereditaments, and appurtenances thereto in anywise belonging unto Standard, its successors and assigns, forever. This Conveyance is without warranty, express or implied, but is made with full substitution and subrogation of Standard in and to all covenants and warranties by others heretofore given or made in respect of the interests described and set forth in said Exhibit A.

PART II

CONVEYANCE FROM STANDARD OIL COMPANY (INDIANA)

TO AMOCO PRODUCTION COMPANY

Standard Oil Company (Indiana), for valuable consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver, effective as of 7:00 o'clock A.M. on July 1, 1974, unto Amoco Production Company the interests hereinabove conveyed to Standard in Part I, to which reference is made for all purposes.

TO HAVE AND TO HOLD the rights, titles and interests hereby conveyed, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto Amoco, its successors and assigns, forever. This conveyance is without warranty, express or implied, but is made with full substitution and subrogation of Amoco in and to all covenants and warranties by others heretofore given or made in respect of the interests described and set forth in said Exhibit A.

[illegible]

Each of the parties hereto hereby covenants and agrees to and with each other, its successors and assigns, so long as it is authorized by applicable law so to do, to do, execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to the other parties, their successors and assigns, all of the respective assets, properties and rights hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or intended so to be.

Each of the parties hereto hereby covenants and agrees that with respect to oil and gas leases and oil, gas and mineral leases and interests therein from the United States of America, or from any State or agency thereof, or from Indian tribes, bands or groups or on lands allotted to Indians in severalty, granted, bargained, sold, conveyed, assigned, transferred, set over and delivered hereby, or intended so to be, it will execute and deliver separate assignments on approved or other acceptable forms in a sufficient number of counterparts to fulfill statutory and regulatory requirements, and that said assignments, although unqualified in form or not specifically containing all the terms and provisions hereof, shall be deemed to contain all of the terms and provisions hereof as though the same were set forth at length in each such separate assignment.

The post office address of Midwest is 1700 Broadway, Denver, Colorado 80202; the post office address of Standard is 200 East Randolph Drive, Chicago, Illinois 60601; and the post office address of the general office of Amoco is 200 East Randolph Drive, Chicago, Illinois 60601.

The effective date, as to each property covered hereby, shall be determined in accordance with the time in effect where such property is located. Without limiting the generality of the foregoing, this Conveyance covers and includes all proceeds of production attributable to the royalty, mineral, leasehold or other interests owned by Midwest and conveyed hereby whether such proceeds are attributable to production obtained before or after the effective date of this instrument; and all present or future parties producing, purchasing or receiving any such production are directed and requested to deliver or pay the proceeds thereof to Amoco, or to Amoco's order, without further documentation or authorization from Midwest or Standard.

IN WITNESS WHEREOF, this Conveyance has been executed on the day and year first above written, in multiple counterparts, each of which shall be deemed an original and all of which shall constitute and have the same force and effect as one and the same instrument. In order to facilitate the recordation of this instrument, the counterpart hereof to be recorded in the records of each county or parish or other governmental jurisdiction in which land described in Exhibit A hereto is located may have annexed thereto as Exhibit A only specific descriptions of the interests covered hereby located in such county or parish or other governmental jurisdiction, but said counterparts are intended to convey and do convey without limitation all Midwest's interests in property of any kind located in the particular recording jurisdiction or elsewhere, except Midwest's interest in the Light Oil and Tensleep Units, Salt Creek Field, Natrona County, Wyoming, which were hereinabove reserved by Midwest.

ATTEST:

D. C. Hollifield

D. C. Hollifield, Assistant Secretary

MIDWEST OIL CORPORATION (including Nevada Midwest Oil Corporation)

By R. W. Collins

R. W. Collins, Vice President

WITNESSES:

Darrell C. Miller

Darrell C. Miller

Frank W. Wewerka

Frank W. Wewerka

ATTEST:

Jola B. Ray

Jola B. Ray, Assistant Secretary

STANDARD OIL COMPANY (INDIANA)

By R. J. Farrell

R. J. Farrell, Vice President

WITNESSES:

G. S. Spindler

G. S. Spindler

Darrell C. Miller

Darrell C. Miller

This instrument was prepared by Frank W. Wewerka and Darrell C. Miller, Amoco Production Company, 1616 Glenarm, Denver, Colorado 80202.

[redacted] [redacted] [redacted]

STATE OF COLORADO

CITY AND COUNTY OF DENVER

Be it remembered that I, Virginia J. Miller, a Notary Public duly qualified, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 15th day of May, 1974:

(Alabama) R. W. Collins, whose name as a Vice President of Midwest Oil Corporation, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Alaska) (Pennsylvania) (South Dakota) Before me personally appeared R. W. Collins, who acknowledged himself to be a Vice President of Midwest Oil Corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

(Arkansas) Before me appeared in person the within named R. W. Collins and D. C. Hollifield, to me personally well known, who stated that they were a Vice President and an Assistant Secretary of Midwest Oil Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(Colorado) (Wyoming) The foregoing instrument was acknowledged before me this day by R. W. Collins as a Vice President of Midwest Oil Corporation.

(Florida) (Kentucky) The foregoing instrument was acknowledged before me this date by R. W. Collins as a Vice President of Midwest Oil Corporation, a Nevada corporation, on behalf of the corporation.

(Idaho) Before me this date personally appeared R. W. Collins, known to me to be a Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(Illinois) I do hereby certify that R. W. Collins, personally known to me to be a Vice President of Midwest Oil Corporation, a Nevada corporation, and D. C. Hollifield, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(Indiana) Before me this date personally appeared Midwest Oil Corporation by R. W. Collins and D. C. Hollifield, a Vice President and an Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) Before me personally appeared R. W. Collins, a Vice President of Midwest Oil Corporation, a Nevada corporation, who is personally known to me and known to me to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

(Louisiana) Before me on this date appeared R. W. Collins, to me personally known, who being by me duly sworn, did say that he is a Vice President of Midwest Oil Corporation, a Nevada corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and he acknowledged the instrument to be the free act and deed of said corporation.

(Michigan) Before me appeared R. W. Collins, to me personally known, who being by me duly sworn did say that he is a Vice President of Midwest Oil Corporation, a Nevada corporation, 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 the said R. W. Collins acknowledged the execution of the said instrument as the free act and deed of said corporation.

(Mississippi) Personally appeared before me R. W. Collins, a Vice President of Midwest Oil Corporation, a Nevada corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Missouri) Before me appeared R. W. Collins, to me personally known, who being by me duly sworn, did say that he is a Vice President of Midwest Oil Corporation, a Nevada corporation doing business in Missouri as Nevada Midwest Oil Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. W. Collins acknowledged said instrument to be the free act and deed of said corporation.

(Montana) Before me personally appeared R. W. Collins, known to me to be a Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) (New Mexico) The foregoing instrument was acknowledged before me this date by R. W. Collins, a Vice President of Midwest Oil Corporation, a Nevada corporation, on behalf of said corporation.

rth Dakota) Before me personally appeared R. W. Collins, a Vice President of the corporation described in and that executed the within instrument and acknowledged to me that said corporation executed the same.

Ohio) Before me personally appeared R. W. Collins and D. C. Hollifield, known to me to be the persons who, as a Vice President and Assistant Secretary, respectively, of Midwest Oil Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

(Oklahoma) Before me personally appeared R. W. Collins, 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.

(Texas) Before me personally appeared R. W. Collins, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of Midwest Oil Corporation, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) Personally appeared before me R. W. Collins, who, being by me duly sworn, did say that he is a Vice President of Midwest Oil Corporation, and that said instrument was signed in behalf of said corporation by resolution of its board of directors and said R. W. Collins acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City and County of Denver, State of Colorado, this 15th day of May, 1974.

Virginia J. Miller
Notary Public

My commission expires January 26, 1978.

STATE OF ILLINOIS

COUNTY OF COOK

Be it remembered that I, Nancy Hartman, a Notary Public duly qualified, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 28th day of May, 1974:

(Alabama) R. J. Farrell, whose name as a Vice President of Standard Oil Company (Indiana), a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Alaska) (Pennsylvania) (South Dakota) Before me personally appeared R. J. Farrell, who acknowledged himself to be a Vice President of Standard Oil Company (Indiana), and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

(Arkansas) Before me appeared in person the within named R. J. Farrell and Jola B. Ray, to me personally well known, who stated that they were a Vice President and an Assistant Secretary of Standard Oil Company (Indiana), a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(Colorado) (Wyoming) The foregoing instrument was acknowledged before me this day by R. J. Farrell as a Vice President of Standard Oil Company (Indiana).

(Florida) (Kentucky) The foregoing instrument was acknowledged before me this date by R. J. Farrell as a Vice President of Standard Oil Company (Indiana), an Indiana corporation, on behalf of the corporation.

Idaho) Before me this date personally appeared R. J. Farrell, known to me to be a Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

Illinois) I do hereby certify that R. J. Farrell, personally known to me to be a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and Jola B. Ray, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(Indiana) Before me this date personally appeared Standard Oil Company (Indiana) by R. J. Farrell and Jola B. Ray, a Vice President and an Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) Before me personally appeared R. J. Farrell, a Vice President of Standard Oil Company (Indiana), an Indiana corporation, who is personally known to me and known to me to be the Vice President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

(Louisiana) Before me on this date appeared R. J. Farrell, to me personally known, who being by me duly sworn, did say that he is a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and he acknowledged the instrument to be the free act and deed of said corporation.

(Michigan) Before me appeared R. J. Farrell, to me personally known, who being by me duly sworn did say that he is a Vice President of Standard Oil Company (Indiana), an Indiana corporation, 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 the said R. J. Farrell acknowledged the execution of the said instrument as the free act and deed of said corporation.

(Mississippi) Personally appeared before me R. J. Farrell, a Vice President of Standard Oil Company (Indiana), an Indiana corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Missouri) Before me appeared R. J. Farrell, to me personally known, who being by me duly sworn, did say that he is a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. J. Farrell acknowledged said instrument to be the free act and deed of said corporation.

(Montana) Before me personally appeared R. J. Farrell, known to me to be a Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska)
(New Mexico) The foregoing instrument was acknowledged before me this date by R. J. Farrell, a Vice President of Standard Oil Company (Indiana), an Indiana corporation, on behalf of said corporation.

(North Dakota) Before me personally appeared R. J. Farrell, a Vice President of the corporation described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

(Ohio) Before me personally appeared R. J. Farrell and Jola B. Ray, known to me to be the persons who, as a Vice President and Assistant Secretary, respectively, of Standard Oil Company (Indiana), the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

(Oklahoma) Before me personally appeared R. J. Farrell, 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.

(Texas) Before me personally appeared R. J. Farrell, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of Standard Oil Company (Indiana), a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) Personally appeared before me R. J. Farrell, who, being by me duly sworn, did say that he is a Vice President of Standard Oil Company (Indiana), and that said instrument was signed in behalf of said corporation by resolution of its board of directors and said R. J. Farrell acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the County of Cook, State of Illinois, this 28th day of May, 1974.

Nancy Hartman
Notary Public

My commission expires September 5, 1975.

[illegible] PAGE

[illegible] OF : WYOMING COUNTY/PARISH OF: SUBLETTE PAGE 1

[illegible] PROPERTY NO. ******* LESSOR ******* ******* LESSEE ******* - DATED - BOOK PAGE OR FILE/DOCUMENT NO.

[illegible] INT HELD IN THE FOLLOWING LEASES AND OPTIONS:

[illegible] 057 -- - U S A MIDWEST OIL CORPORATION 03/01/67
DESCRIPTION T27N R103W 6TH PM SEC 15-N2, SW

[illegible] 91 -- - USA MIDWEST OIL CORPORATION 08/01/64
DESCRIPTION T-27-N, R-110-W SEC 3 - S/2

[illegible] 7948 -- - USA MIDWEST OIL CORPORATION 08/01/64
DESCRIPTION T-27-N, R-110-W SEC 12 - W/2NE/4, NW/4, N/2SW/4, SE/4SW/4, SE/4

[illegible] 36 -- - ST OF WYO- 72-36936 MIDWEST OIL CORPORATION 12/02/72
DESCRIPTION - ALL- SEC 16-30N-109W.

END OF EXHIBIT A FOR SUBLETTE COUN

143674

RECORDED July 11 19 74 11:00 A M
IN BOOK 56 Oil & Gas PAGE 604
FEES $ Anne P. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary J. Clarke Deputy

ASSIGNMENT Lease No. 183506-501 et al

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 does hereby give, grant, assign, transfer and convey unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, San Francisco, California 94105

and its personal representatives, successors and assigns all of its right, title and interest in and to those oil and gas leases set forth and described in Exhibit "A", hereto attached and made a part hereof, only in so far as said leases cover the lands specifically described in said Exhibit "A".

It is expressly understood and agreed that this assignment is made without covenants of warranty either express or implied.

EXECUTED this 4th day of June 1974.

CONTINENTAL OIL COMPANY

BC
9-17

BY J. W. McReynolds
J. W. McREYNOLDS
Attorney-in-Fact

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

Before me, the undersigned Notary Public in and for said county, and state, personally appeared J. W. McReynolds, to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of Continental Oil Company, a Delaware corporation, the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this 4th day of June, 1974.

Margery P. Rutledge
Notary Public in and for Kay County, Oklahoma

Margery P. Rutledge
Notary's Name

Ponca City, Oklahoma
Notary's Residence

My commission expires August 9, 1975.

143680

RECORDED July 16 1974 at 12 M
IN BOOK 52 Misc Rec PAGE 610
FEES $ 3.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

Continental Oil Company

Lease Schedule

Exhibit "A", Page 1
State of WYOMING
County of SUBLETTE

Lease No.	Lessor	Date	Description	Acres	Recorded Book	Recorded Page
[illegible]3506-501	Carney Land Company	7-06-72	Township 37 North, Range 110 West Section 14: SE/4SE/4 Section 23: E/2NE/4	120.00	48	3[illegible]
[illegible]3507-500	Carney Land Company	7-06-72	Township 37 North, Range 110 West Section 23: SE/4, E/2SW/4, SW/4SW/4 Section 26: N/2NW/4, NW/4NE/4	400.00	43	36[illegible]
[illegible]3508-500	Carney Land Company	7-06-72	Township 37 North, Range 110 West Section 2: W/2SE/4, NE/4SE/4 Section 11: NW/4NE/4	160.00	48	36[illegible]

611

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice W. Brown

300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 73-35783,

and covering land situate in Sublette County, Counties, described as follows:

Township 28 North, Range 112 West, 6th P.M.

Section 36: All

140699

RECORDED July 15 1974 9:00 A.M.
IN BOOK 50 Oil & Gas Page 612.
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Judy Lyke Deputy

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100—— Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CITIES SERVICE OIL COMPANY, Box 300

of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 28 North, Range 112 West, 6th P.M.

1-07X6-4903698

File 4903698

Section 36: All

and containing 640.00 acres, more or less, reserving, however, unto assignor Four percent (4%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 21st day of May, 1974.

WITNESS:

Maurice W. Brown
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 21st day of May, A. D. 1974, before me personally appeared Maurice W. Brown 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.

LOIS L. STEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 21st day of May, A. D. 1974

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

payment of any overriding royalty

Assignment approved by Board of Land Commissioners: July 3, 1974 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: June 18, 1974

(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.)

10M—8-73

fb

Cit

613

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 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. 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's liability shall be limited to the amount paid as cash consideration for this lease. A.T.W.B.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Terry Shaffer
129 West Jefferson Road, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 73-35783
and covering land situate in Sublette County, Counties, described as follows:
Township 28 North, Range 112 West, 6th P.M.

Section 36: All

143790

RECORDED July 15 1974 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 614
Anne R Clarke COUNTY CLERK
SUBLETTE COUNTY
By Lois L Clarke Deputy

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100------ Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
MAURICE W. BROWN, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:
Township 28 North, Range 112 West, 6th P.M.

Section 36: All

1-07X6- 4903698
File 4903698

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his 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 6th day of September, 1973

WITNESS:

Terry Shaffer
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 6th day of September, A. D. 19 73, before me personally appeared
Terry Shaffer 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 6th day of September, A. D. 19 73

(SEAL)

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Lois L. Siedow
Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners: October 4, 1973

Assignment recorded in the Office of the Commissioner of Public Lands: September 14, 1973

(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.)

pb

615

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice W. Brown
200 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 70-12869,
and covering land situate in Sublette County, Counties, described as follows:

Township 36 North, Range 111 West, 6th P.M.

Section 16: All

I-07X6- 4903699

File 4903699

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100---Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE OIL COMPANY, Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 36 North, Range 111 West, 6th P.M.

Section 16: All

143701

RECORDED July 15 1974 9:00 A.M
IN BOOK 5 Oil & Gas PAGE 615
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois Lake Deputy

and containing 640.00 acres, more or less, reserving, however, unto assignor Four percent (4%) of
8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 21st day of May, 1974.

WITNESS:

Maurice W. Brown
Assignor-Lessee

By _____
President

Attest:

(SEAL)

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 21st day of May, A. D. 1974, before me personally appeared
Maurice W. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 21st day of May A. D. 1974.

(SEAL)

Lois L. Siedow
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (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 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: _____

Assignment approved by Board of Land Commissioners: July 3, 1974 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: June 18, 1974

(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.)

[redacted] [redacted] [redacted]

10M—8-73

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 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. 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's liability shall be limited to the amount paid as cash consideration for this lease.

617

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Minnie A. Brown 300 South Greeley Highway Cheyenne, Wyoming 82001, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 70-12869, and covering land situate in Sublette County, Counties, described as follows:

Township 36 North, Range 111 West, 6th P.M.

Section 16 All

I-07X6-4903699

File 4903699

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 Maurice W. Brown, 300 South Greeley Hiway of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

143702

RECORDED July 15 1974 7:22 A.M.
IN BOOK 50 Oil & Gas PAGE 617
FEES 2.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lucy L Yake Deputy

Same as above

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his 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 3rd day of August, 1971

WITNESS:

Minnie A. Brown
Assignor-Lessee

By _____
President

Attest:

(SEAL)

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 3rd day of August, A. D. 1971, before me personally appeared Minnie A. Brown 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 3rd day of August, A. D. 1971.

Maxine R. Rhoades - Notary Public
County of Laramie State of Wyoming
MY COMMISSION EXPIRES FEBRUARY 14, 1978

(SEAL)

Maxine R. Rhoades
Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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: _____

Assignment approved by Board of Land Commissioners: September 2, 1971

Assignment recorded in the Office of the Commissioner of Public Lands: August 10, 1971

(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.)

[redacted] [redacted] [redacted]

fb

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice W. Brown
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 69-15919,
and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 110 West, 6th P.M.

Section 32: SE¼NE¼, W½SW¼

143703

RECORDED July 15 1974 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 618
FEES 3.00 Cleon R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois L Siedow Deputy

and containing 120.00 acres more or less, for and in consideration of the sum of Ten and 00/100--- Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE OIL COMPANY, Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

1-07X6- 4903700

File 4903700

Township 34 North, Range 110 West, 6th P.M.

Section 32: SE¼NE¼, W½SW¼

and containing 120.00 acres, more or less, reserving, however, unto assignor Four percent (4%) of
8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 21st day of May, 1974

WITNESS:

Maurice W. Brown
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 21st day of May, A. D. 1974, before me personally appeared
Maurice W. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 21st day of May, A. D. 1974

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

payment of any overriding royalty
Assignment approved by Board of Land Commissioners: July 3, 1974 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: June 18, 1974

(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.)

fb

10M-8-73

617

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 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. 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's liability shall be limited to the amount paid as cash consideration for this lease.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice W. Brown
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 74-28646,
and covering land situate in Sublette County, Counties, described as follows:

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

Section 28: S½NE¼

and containing 80.00 acres more or less, for and in consideration of the sum of Ten and 00/100---- Dollars
($ 1000) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE OIL COMPANY, Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

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

Section 28: S½NE¼

1-07X6-4903706
File 4903706

and containing 80.00 acres, more or less, reserving, however, unto assignor Four percent (4%) of
8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 13th day of May, 1974.

WITNESS:

Maurice W. Brown
Assignor-Lessee

143794 RECORDED July 15 1974 9:00 A M
IN BOOK 50 Oil + Gas PAGE 620
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lucy Lyke Deputy

(SEAL)

By _____ President

Attest: _____ Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 13th day of May, A. D. 1974, before me personally appeared
Maurice W. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 13th day of May, A. D. 1974

(SEAL)

Lois L. Siedow
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (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 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: _____

Assignment approved by Board of Land Commissioners: July 3, 1974 without binding the State for the/ payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1974

(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.)

pb
10M—8-73

620

621

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 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. 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's liability shall be limited to the amount paid as cash consideration for this lease. W.V.B.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~We~~, A. G. Andrikopoulos, a single man
P. O. Box 788 - Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 73-41830,
and covering land situate in Sublette County, Counties, described as follows:

Township 31 North, Range 111 West, 6th P.M.
Section 16: W½

1-07X6-490373 1
File 490373 1

and containing 320.00 acres more or less, for and in consideration of the sum of Ten or more--------- Dollars
($ 10.00 +) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE OIL COMPANY - P. O. Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 31 North, Range 111 West, 6th P.M.
Section 16: W½

143705
RECORDED July 15 1974 9:00 A
IN BOOK 50 Oil & Gas PAGE 622
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Hazel Lake Deputy

In the event Assignee desires to surrender the herein described lease as to all, or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor of same at least sixty (60) days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows: A. G. Andrikopoulos, P. O. Box 788, Cheyenne, Wyoming 82001, and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have fifteen (15) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail this notice of election to take on or before the 15th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that the Assignee shall make a good faith effort to notify Assignor of any proposed relinquishment or surrender under the provisions of this paragraph, however, Assignee shall be under no liability to Assignor in the event that such notice is not given by reason of mistake, omission or clerical error.

and containing 320.00 acres, more or less, reserving, however, unto assignor Five Percent (5%) of One Hundred Percent (100%) Overriding Royalty.

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 15th day of May, 1974

WITNESS:

A. G. ANDRIKOPOULOS, a single man — Assignor-Lessee

By _____ President

Attest:

(SEAL) _____ Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of WYOMING
County of LARAMIE } ss.

On this 15th day of May, A. D. 19 74, before me personally appeared
A. G. Andrikopoulos, a single man 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 15th day of May, A. D. 19 74.

(SEAL) Notary Public

Estelle C Haefele
Notary Public Estelle C. Haefele

My Commission expires: July 15, 1975

Assignment approved by Board of Land Commissioners: July 3, 1974 without binding the State for the/ payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1974

(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.)

ph
10M-3-73

623

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice W. Brown 500 South Greeley Highway, Cheyenne, Wyoming 82001, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 74-4971, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 115 West, 6th P.M.

Pt. Res. Tr. 45(Orig. E½, N½NW¼ Section 36)

and containing 400.00 acres more or less, for and in consideration of the sum of Ten and 00/100--- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CITIES SERVICE OIL COMPANY, Box 300 of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North, Range 115 West, 6th P.M.

Pt. Res. Tr. 45(Orig. E½, N½NW¼ Section 36)

1-07X6- 4903738

File 4903738

and containing 400.00 acres, more or less, reserving, however, unto assignor Four percent (4%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 21st day of May, 1974

WITNESS: 143706

RECORDED July 15 1974 2:22 PM
IN BOOK 50 Oil + Gas PAGE 623
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois L Yake Deputy

(SEAL)

Maurice W. Brown
Assignor-Lessee

By
President

Attest:
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 21st day of May, A. D. 1974, before me personally appeared Maurice W. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
STATE OF WYOMING
LARAMIE
My Commission expires Aug. 31, 1975

Witness my hand and seal this 21st day of May A. D. 1974

(SEAL)

Lois L. Siedow
Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners: July 3, 1974 without binding the State for the/ payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1974

(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 r[redacted]

[redacted] [redacted] [redacted]

624

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 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. 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's liability shall be limited to the amount paid as cash consideration for this lease. M.H.B.

625

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Louise A. Shaffer
129 West Jefferson Road, Cheyenne, Wyoming 82001, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 74-4971, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 115 West, 6th P.M.

Pt. Res. Tr. 45(Orig. E½, N½NW¼ Section 36)

and containing 400.00 acres more or less, for and in consideration of the sum of Ten and 00/100---Dollars (S 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto MAURICE W. BROWN, 300 South Greeley Highway of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

1-07X6- 4903738
File 4903738

Township 27 North, Range 115 West, 6th P.M.

Pt. Res. Tr. 45(Orig. E½, N½NW¼ Section 36)

and containing 400.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his 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 14th day of January 1974.

WITNESS: 143767

Louise A. Shaffer
Assignor-Lessee

RECORDED July 15, 1974 9:00 AM
IN BOOK 50 Oil + Gas PAGE 625
FEES 2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL) By Lois J. Yoke Deputy

By
President

Attest:
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 14th day of January, A. D. 1974, before me personally appeared Louise A. Shaffer 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 14th day of January, A. D. 1974.
(SEAL)
My Commission expires:

Lois L. Siedow
Notary Public

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners: February 7, 1974

Assignment recorded in the Office of the Commissioner of Public Lands: February 1, 1974

(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.)

pb [redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice W. Brown 300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 73-18827, and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 113 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 00/100—— Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CITIES SERVICE OIL COMPANY, Box 300 of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 34 North, Range 113 West, 6th P.M.

Section 36: All

1-07X6- 4903739
File 4903739

and containing 640.00 acres, more or less, reserving, however, unto assignor Four percent (4%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Cities Service Oil Company, 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 21st day of May, 1974.

WITNESS:

RECORDED July 15, 1974 9:00 A.M.
143798 IN BOOK 50 Oil & Gas PAGE 626
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Lois J. Yorke Deputy

(SEAL)

J. Maurice W. Brown
Assignor-Lessee

By _____
President

Attest: _____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 21st day of May, A. D. 1974, before me personally appeared Maurice W. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 21st day of May, A. D. 1974.

(SEAL)

Lois L. Siedow
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (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 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: _____

Assignment approved by Board of Land Commissioners: July 3, 1974 without payment of any overriding royalty binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1974

(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.)

pb
10M—8-73

6-6

627

627

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 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. 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's liability shall be limited to the amount paid as cash consideration for this lease.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Minnie A. Brown
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 73-18827,
and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 113 West

Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100---Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
MAURICE W. BROWN, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

1-07X6 4903739
File 4903739

Township 34 North, Range 113 West

Section 36: All

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his 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 12th day of February, 1973

WITNESS: 143709

Minnie A. Brown
Assignor-Lessee

RECORDED July 15 1974 9:00 AM
IN BOOK 50 Oil & Gas PAGE 628
FEES 2.00 Anne E. Clerk COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL) by Linda Yake Deputy

By
President

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 12th day of February, A. D. 1973, before me personally appeared
Minnie A. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF
LARAMIE WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 12th day of February, A. D. 1973
(SEAL)

Lois L. Siedow
Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners: March 1, 1973

Assignment recorded in the Office of the Commissioner of Public Lands: March 6, 1973

(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.)

628

wr

629

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 29 day of April, 19 74
and between Donald W. Rogers Jr. and Carol Sue Rogers, His Wife
Boulder, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
LF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

ITNESSETH, That the said lessor, for and in consideration of Ten And Other Dollars
h 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
d, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its
ccessors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, ~~mining~~ and operating for oil,
ondensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by
ssee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save
d take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette,
tate of Wyoming, described as follows, to wit: Township 32 North Range 108 West
Section 11: SE¼ Except however any and all other methods
Section 14: NE¼, E½SW¼ wherein and whereby nuclear, hydrogen, or
atomic energy or nuclear fission or hydrogen
or atomic bomb devices are employed.

and containing 400.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton markered; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 at Pinedale, Wyoming
its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered [redacted] of any clause, obligation, covenant, under[redacted]ndition or stipulation contained herein, nor [redacted]be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set ou[redacted] such sum

pliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Donald W. Rogers (SEAL)

Donald W. Rogers (SEAL)

(SEAL)

(SEAL)

Carol Sue Rogers (SEAL)

Carol Sue Rogers (SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of April, 1974, personally appeared Donald W. Rogers and Carol Sue Rogers, his 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 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~~ Term Expires 1-6-75

Aune R. Clark, County Clerk ~~Notary Public~~

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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 _____ and _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____

Term _____

STATE OF WYOMING }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 15th day of May, 1974, at 10:30 o'clock A.M., and duly recorded in Book 52 of the records of this office. Page 629

Aune R. Clark
County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to _____

43724

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

[redacted] Husky No. H-72408 Fed. No. [redacted]

[redacted] Husky No. H-72406 Fed. No. Ev-023340

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT CROWN CENTRAL PETROLEUM CORPORATION, as owner of fifty percent (50%) of the Operating Rights as set out below, in consideration of Ten ($10.00) Dollars and other valuable considerations, the receipt of which is acknowledged, does hereby transfer and assign to HUSKY OIL COMPANY OF DELAWARE the below specified interest in and to the Operating Rights insofar as said rights pertain to:

Operating Rights from surface to a depth of 3359 feet (excluding the "Almy" 87 Sand as defined below.)

1. Lands affected by this assignment:
Township 28 North, Range 112 West, 6th P.M.
Section 7: SE 1/4 NW 1/4, SW 1/4 NE 1/4, NE 1/4 SW 1/4, NW 1/4 SE 1/4, S 1/2 SE 1/4
Section 18: NE 1/4 NE 1/4

2. Operating Rights Interest of Assignor in above described lands:
50% in all zones in the hereinabove described lands from the surface to 3359 feet.

3. Extent of Operating Rights Interest herein conveyed to Assignee:
50% of Crown Central Petroleum Corporation's Operating Rights, being 25%, in all zones from surface to 3359 feet in the hereinabove described land; SAVE AND EXCEPT, all of Crown Central's interest in the "Almy" 87 Sand formation in the hereinabove described land, being that zone between 3110-3140 feet as indicated on Induction-Electrical Log of McDonald Draw Unit Well No. 87 located in NE 1/4 NE 1/4 of Section 18, Township 28N, Range 112W.

4. Overriding royalties or production payments previously reserved:
3% Overriding royalty interest

143813

RECORDED July 19 19 74 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 632
FEES $ 3.00 Connie R Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Mrs J. Lyke Deputy

632

This assignment is made without warranty of title, either expressed 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.

EXECUTED this 31st day of May, 1974.

CROWN CENTRAL PETROLEUM CORPORATION

R. M. Kobdish, Vice President

ATTEST:

Assistant Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KOBDISH, known to me to be the person who executed the foregoing instrument as Vice President of CROWN CENTRAL PETROLEUM CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this 31st day of May 1974.

CINDY L. SAVOIE
Notary Public, Harris County, Texas
My Commission Expires June 1, 1975

Notary Public in and for
Harris County, Texas

Form 3110–2
(September 1973)
(formerly 3120–19)

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)

W 43870
(Serial Number)

Name Phillip E. Flanagan
Street P. O. Box 263
City Riverton, WY 82501
State
Zip Code

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: State: Wyoming County: Sublette

T 31 N, R 114 W, 6th Prin. Mer.

Sec 24: SW¼

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: MAR 1 1974

THE UNITED STATES OF AMERICA

By Gilbert W. Jones
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

February 28, 1974
(Date)

143849

RECORDED July 22 19 74 11:00 A M
IN BOOK 52 Oil + Gas PAGE 634
FEES $3.00 Anne K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois D. Yake Deputy

611560

For Claimant

LEASE TERMS

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 leased lands, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communication and telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment of the rights granted for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit plan heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands covered thereby, where inconsistent with the terms of this lease.

2. The lessee agrees:

Bonds.—(1) To file any bond required by this lease and department regulations and until such bond is filed not to enter any lands under this lease. (2) To maintain any bond furnished by lessee as a condition for the issuance of this lease. (3) Where a bond in a sum double the amount of $2 per acre annually but not less than $1,000 nor more than $10,000, 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 deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in the same amount is already being maintained or unless such a bond where shall be 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, if any of 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 on 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 (d)(i) 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 provided 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 depository named in the regulation 43 CFR 3102.2. If there is production from 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 the 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 leases, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing developed work and improvements on the leased lands; and such other reports 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) *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 fossil or historic or prehistoric ruins, [redacted] and upon any partial or total relinquishment or [redacted] on or expiration of lease, or at any other time thereto when required and [redacted] the extent deemed necessary by the lessor, to fill all pits and cellars, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land 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 art or science.* 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 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 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 Sections [redacted] and 433, Title 18, U.S. Code, relating to contracts [redacted] and form a part of this

Form 3106-5
(February 1971)

KINTZEL BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-43870

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

143850

RECORDED July 22 19 74 11:00 A.M.
IN BOOK 50 Oil & Gas PAGE 636
FEES $ 4.00 Anne L Clark COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Lois J. Yake Deputy

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* March 1, 1974, 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)*

T 31 N, R 114 W, 6th Prin Mer.
Section 24: SW¼

Containing 160 acres, more or less
situated 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.)* Five percent (5%)

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 13 day of March, 19 74

Phillip E. Flanagan
(Assignor's Signature)
PHILLIP E. FLANAGAN

P. O. Box 263
(Assignor's Address)

Riverton, Wyoming 82501
(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 APR 1 1974

By Elmer M. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 16 1974
(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*

611560

FOR CLAIMANT

637

REASSIGNMENT RIDER

Attached to and made a part of assignment dated 13th day of March, 19 74.

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than Thirty (30) days prior to the rental due date under said lease by written notice, properly deposited into the United States Post Office with sufficient postage, addressed to

Philip E Flanagan
P.O. Box 263 Riverton Wyoming 82501

and in that event upon written demand by said Assignor if received by Assignee within fifteen (15) days after mailing of such notice, said Assignee, its successors and assigns, will re-assign said lease, or that portion thereof on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, no obligation on said Assignee, its successors and assigns, to re-assign said lease shall exist. Assignee shall not be liable to Assignor for Assignee's unintentional failure to comply with the provisions hereof.

Initialed for identification
Assignor _____

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 undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(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).

(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 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.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

STATE OF Wyoming }
COUNTY OF Fremont } 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 13th day of March, 1974, personally appeared Phillip E. Flanagan

~~XXXd~~

, 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 10, 1978 Catherine Greenwalt
Notary Public.

CATHERINE GREENWALT - Notary Public
County of Fremont State of Wyoming
My Commission expires January 10, 1978

628

Husky No. H-72406 EV-023340
H-72408 E-024469

143870

RECORDED July 23 19 74 9:00 A M
IN BOOK 50 Oil + Gas PAGE 639
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lisa L Lake Deputy

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT CROWN CENTRAL PETROLEUM CORPORATION, as owner of fifty percent (50%) of the Operating Rights as set out below, in consideration of Ten Dollars ($10.00) and other valuable considerations, the receipt of which is acknowledged, does hereby transfer and assign to HUSKY OIL COMPANY OF DELAWARE the below specified interest in and to the Operating Rights insofar as said rights pertain to:

Operating Rights to the Almy 87 Sand formation, being that zone between 3,110-3,140 feet as indicated on Induction-Electrical Log of McDonald Draw Well No. 87, located in the NE/4 NE/4 of Section 18, Township 28N, Range 112W.

1. Lands affected by this assignment:

   Township 28 North, Range 112 West, 6th P.M.

   Section 7: SW/4 NE/4; SE/4 NW/4 only.

2. Operating Rights Interest of Assignor in above described lands:

   50% in the Almy 87 Sand in the hereinabove described land. 25% in all other rights down to a depth of 3,359 feet.

3. Extent of Operating Rights Interest herein conveyed to Assignee:

   A 25% Working Interest, being 50% of Crown Central Petroleum Corporation's Operating Rights, in and to the Almy 87 Sand formation, being that zone between 3,110-3,140 feet as indicated on Induction-Electrical Log of McDonald Draw Well No. 87 located in the

NE 1/4 NE 1/4 of Section 18, Township 28N, Range 112W, in the hereinabove described land.

4. Overriding royalties or production payments previously reserved:

   3% Overriding royalty interest

This Assignment is made without warranty of title, either expressed or implied, as 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.

EXECUTED this 5th day of July, 1974

CROWN CENTRAL PETROLEUM CORPORATION

APPROVED
LAND JEA
EXPL D.L.H.

R. M. KOBDISH, Vice President

ATTEST:

C L Lawson
Assistant Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KOBDISH, known to me to be the person who executed the foregoing instrument as VICE PRESIDENT of CROWN CENTRAL PETROLEUM CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of July, 1974.

Mary Beth Lanford
Notary Public in and for
Harris County, Texas

MARY BETH LANFORD
Notary Public, Harris County, Texas
My Commission Expires June 1, 1975

ASSIGNMENT 194242-500

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 does hereby give, grant, assign, transfer, and convey unto VOYAGER PETROLEUMS, INC. DENVER TECH. CENTER, BLDG. 32, 5300 SOUTH ULSTER, ENGLEWOOD, COLORADO 80110

and its personal representatives, successors, and assigns, to have and to hold forever, the following described oil and gas lease(s) insofar, but only insofar, as the following specifically described lands are covered thereby:

Executed August 30, 1973 by William B. Sargent et ux, lessor, to W.B. Hinkel, lessee, and recorded in the county records of Sublette County, Wyo. in Book 50, Page 1, covering the following described lands:

Township 37 North, Range 111 West
Section 23: SW/4NE/4, SE/4SW/4, W/2SE/4, NE/4SE/4
Section 26: NE/4NW/4

Containing 240.00 acres, more or less.

143921

RECORDED July 26, 1974 9:00 AM
IN BOOK 50 Oil & Gas PAGE 642
FEES $ 2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J. Yake Deputy

It is expressly understood and agreed that this assignment is made without covenants of warranty either express or implied.

EXECUTED this 12th day of June 19 74.

CONTINENTAL OIL COMPANY

By J. W. McReynolds
J. W. McREYNOLDS
Attorney in Fact

BC
JB

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

On this 12th day of June 19 74, before me, the undersigned Notary Public, personally appeared J. W. McREYNOLDS, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact for CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed, and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires August 9, 1975.

Witness my hand and official seal.

Margery P. Rutledge
Notary Public (Signature)

Margery P. Rutledge
Notary's Name (Typed or Printed)

PONCA CITY, OKLAHOMA
Notary's Residence (Typed or Printed)

RG

CI24A.10153

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT Pacific Transmission Supply Company, 245 Market Street, San Francisco, California 94105, and Raymond Chorney, 401 Lincoln Tower Building, Denver, Colorado 80203, for a good and valid consideration do hereby release, relinquish quit-claim and surrender to the lessors Monte Norris, a single man and Hazel Norris, a widow, Big Piney, Wyoming 83113, their heirs, assigns and legal representatives, all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Monte Norris, a single man and Hazel Norris, a widow, as lessors and Richard W. Chuman as lessee, dated the 24th day of June, 1969, insofar as same covers the following described land, to-wit:

Township 31 North, Range 113 West, 6th PM
Sec. 19: Lots 2, 4, E½SW¼, S½SE¼
Sec. 30: NE¼NW¼, N½NE¼
Township 31 North, Range 114 West, 6th PM
Sec. 23: SE¼NE¼
Sec. 24: S½NE¼, N½SE¼, SE¼SE¼

containing 605.01 acres, situated in Sublette County, Wyoming, and recorded in Book 43 O&G Page 253.

EXECUTED THIS 10th day of July, 1974

PACIFIC TRANSMISSION SUPPLY COMPANY

BY: E H Winsor
Manager of Mineral Leases

Attest:
D B Allison
Assistant Secretary

Raymond Chorney

143922

RECORDED July 26 1974 9:00 A.M.
IN BOOK 50 Oil & Gas PAGE 643
FEES 2.00 Ann R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF COLORADO
CITY & 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 18th day of July, 1974, 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 MY COMMISSION EXPIRES NOV 20 1977

Notary Public.

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 12th *day of* JULY, *in the year* 1974, *before me,* Marion L. Kinney, *a Notary Public in and for the said* City and County, *duly commissioned and sworn, personally appeared* E. H. WINSOR and D. B. Allison

known to me to be the Manager of Mineral Leases and Assistant Secretary of Pacific Transmission Supply Company

of the corporation that executed the within instrument, and to be the person.S who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and *County of* SAN FRANCISCO, *the day and year in this certificate first above written.*

Marion L. Kinney

Notary Public in and for the

City and [redacted]ty of SAN FRANCISCO [redacted] *State of California*

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
[redacted]RANCISCO
MY COMMISSIO[redacted]S MAY 14, 1976

May 14 1976

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Russell W. Brown
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-36903,
and covering land situate in Sublette County, Counties, described as follows:

143932

RECORDED July 29 1972 9:00 AM
IN BOOK 50 Oil & Gas PAGE 644
FEES 2.00 Agnes R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois Lyle Deputy

T. 33, R. 108
Sec. 16 All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100---- Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
MAURICE W. BROWN, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

1-07X6- 4903827
File 4903827

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said MAURICE W. BROWN, his 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 8th day of December, 1972

WITNESS:

Russell W. Brown
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 8th day of December, A. D. 1972, before me personally appeared
Russell W. Brown 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.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Witness my hand and seal this 8th day of December, A. D. 1972.

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners: January 4, 1973

Assignment recorded in the Office of the Commissioner of Public Lands: January 9, 1973

(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.)

WI

C-1

645

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Letha J. Brown
300 So. Greeley Hwy., Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-9428,
and covering land situate in Sublette County, Counties, described as follows:

143933

T. 34, R. 113

Sec. 1: Lots 1, 2, : $SW\frac{1}{4}SE\frac{1}{4}$
12: $N\frac{1}{2}NE\frac{1}{4}$: $SW\frac{1}{4}NE\frac{1}{4}$

RECORDED July 29, 1972 9:00 AM
IN BOOK 50 Oil & Gas PAGE 645
FEES 2.00 Anna Clark by Lucy G. Lake Deputy
COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 240.00 acres more or less, for and in consideration of the sum of Ten and 00/100---- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Maurice W. Brown, 300 So. Greeley Hwy.
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same as above

1-07X6- 4903828
File 4903828

and containing 240.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his 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 7th day of April, 1972.

WITNESS:

X Letha J. Brown
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 13th day of April, A. D. 1972, before me personally appeared
Letha J. Brown 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 13th day of April, A. D. 1972

(SEAL)

Notary Public

My Commission expires: My Commission expires August 31, 1975

ACKNOWLEDGEMENT (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 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:

Assignment approved by Board of Land Commissioners: April 14, 1972

Assignment recorded in the Office of the Commissioner of Public Lands: April 18, 1972

(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.)

[redacted] [redacted] [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Mountain Fuel Supply Company, a Utah corporation of Salt Lake City, does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas purposes dated June 21, 1969, executed by Robert A. Springman & Wilda Springman, husband and wife, Box 749, Big Piney, WY 83113

as lessors, which lease is shown in the records provided by law for the recording of instruments relating to real property in Sublette County, State of Wyoming, in Book 43 Oil & Gas at Page 257, insofar as said lease covers the following described land in said county and state, to-wit:

T. 30 N., R. 113 W., 6th P.M.
Sec. 19: Lot 4 (43.78)
Sec. 30: Lots 1 (43.82), 2 (43.85), 3 (43.89), E½NW¼, NE¼SW¼, W½E½
Containing 455.34 acres, more or less

143934

RECORDED July 29 19 74 9:00 AM
IN BOOK 50 Oil & Gas PAGE 646
FEES $ 2.00 Irene K Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lina L Lyke Deputy

IN WITNESS WHEREOF, MOUNTAIN FUEL SUPPLY COMPANY has caused this instrument to be duly executed and its corporate seal to be affixed this 26 day of June, 19 74.

ATTEST:

Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY

Lyle A Hale
Vice President, Exploration

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by LYLE A. HALE, VICE PRESIDENT, EXPLORATION OF MOUNTAIN FUEL SUPPLY COMPANY this 26 day of June, 1974.

WITNESS my hand and official seal.

My Commission Expires:

G. A. PEPPINGER
Notary Public, State of Utah
My Commission Expires May 2, 1978

G. A. Peppinger
Notary Public

646

617

617

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 3rd day of May, 1974
by and between Jake Pfisterer, A/K/A John Jake Pfisterer and Mary Pfisterer, husband and wife, Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and GULF OIL CORPORATION, 600 Oklahoma Mortgage Bldg., Oklahoma City, Okla. 73102, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One and Other Dollars 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 unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Township 37 North, Range 113 West, 6 P.M.

Section 10: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, 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: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$
Section 35: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

and containing 960.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Sixty 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the term[redacted]forfeiture, reversion or revesting of any estate[redacted]est herein and hereby created and set out, nor shall any such com-

[redacted]

pliance confer any [redacted] entry or become the basis of any action fo[redacted]s or suit for the forfeiture or cancellation [redacted]d while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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 such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

John Pfisterer (SEAL)
Jake Pfisterer, A/K/A John Jake Pfisterer (SEAL)
(SEAL)
(SEAL)
(SEAL)

Mary Pfisterer (SEAL)
Mary Pfisterer (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of May, 19 74, personally appeared Jake Pfisterer and Mary Pfisterer, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing 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 last above written.

My Commission Expires January 6, 1975

Aune R. Clark, County Clerk
by Lucile J. Yake Deputy ~~Notary Public~~

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, 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____, and _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ 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

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____

Term _____

STATE OF _____ } SS.
COUNTY OF _____ }

This instrument was filed for record on the 29th day of May, 19 74, at 10:35 o'clock A.M., and duly recorded in Book 20 Oil & Gas of the records of this office.

By _____ Deputy.

When Recorded
Return to _____

County Clerk—Register of Deeds.

143946

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

Form 3120–19
(May 1968)

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: William D. Blankenship
Street: 1035 S. Garfield
City: Denver,
State: CO
Zip Code: 80209

W 35960
(Serial Number)

[redacted] is subject to the determination by the Geo- [redacted] herein describ- [redacted] pursuant [redacted] 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: #384 State: Wyoming County: Sublette

T 39 N, R 110 W, 6th Prin Mer, WY

Sec 9: All
10: W½, SE¼
14: NW¼
15: All

143968

RECORDED July 31 19 74 9:00 A M
IN BOOK 50 Oil & Gas PAGE 650
FEES $ 3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois J. Yake 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 1920.00 acres	Annual Rental . . . . . $ 960.00

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 1973

THE UNITED STATES OF AMERICA

By Glenna W. Dale
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

August 31, 1973
(Date)

[illegible]-5800

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

[illegible]TRUCTIONS [illegible]EVERSE

35960

3. Parcel Number 384
4. State Wyoming

[illegible]ned hereby offers to lease for oil and gas all or any portion of the [illegible]ribed land which may be available for noncompetitive leasing, and certifies that [illegible]ant is a citizen of the United States, an association of such citizens, a [illegible]rporation organized under the laws of the United States or any State thereof, or [illegible]quality organized under the laws of such a State; (2) applicant's interests in [illegible]offers to lease, leases, and options do not exceed the limitation provided for the Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party [illegible]st in this offer and the lease if issued, or if not the sole party in interest, that [illegible]s and addresses of all other interested parties are set forth in the reverse hereof. [illegible]rsigned agrees that the successful drawing of this card will bind him to a lease, [illegible] 3120–19 (4–1158) or 3200–3 (4–1106), and to the extent applicable, the stipulations [illegible]rovided for in 43 CFR 3103.2 for the described parcel or any portion thereof if [illegible]ease is issued by the Bureau of Land Management as a result of this drawing.

[illegible]Blankenship June 22, 1972
(Signature of Applicant) (Date)

[illegible]5 South Garfield, Denver, Colorado 80209
(Address, include zip code)

DO NOT DETACH

650

U.S. TERMS

Sec. 2. *Rights of lessee.*—The lessee is granted the ... right and privilege to drill for, mine, extract, remove, ... use of all the oil and gas deposits, except helium gas, ... lands leased, together with the right to construct and ... (the location of) water, buildings, plants, waterways, ... (the use of) roads, pipelines, reservoir, tanks, ... structures, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil ... gas is produced in paying quantities subject to any unit ... or cooperative agreement hereafter approved by the Secretary of ..., or the provisions of such ... pursuant to govern the lands ... (which were inconsistent with the terms of this lease. ... the lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and ... (not terminate any and until such bond is filed not to enter ... (lands) under this lease. (2) To maintain any bond furnished ... (lessee) as a condition for the issuance of this lease. (3) ... (such) a bond in a sum double the amount of $2 per acre ... (rental but not less than $1,000 nor more than $10,000, ... the exclusion of any part of the leased land within the ... (boundaries) of a producing oil or gas field. (4) ... (prior to beginning of drilling operations and maintained at all times thereafter) as required by the lessor a bond in ... (the) sum of $10,000 with approved corporate surety, or ... (deposit of United States bonds as surety therefor, conditioned ... (upon) compliance with the terms of this lease, unless a bond in ... (the) amount is already being maintained or unless such a bond ... (filed) 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 ... (such 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, ... (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, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable ... 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 ... (for) each month for the estimated loss of royalty through ... (drainage in the amount determined by said Director; (2) at the ... (option 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 ... (lands or portions thereof may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties ... (on) amounts or value of production removed or sold from the ... (said) 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 ... (in lieu) 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 ... (price) paid for a part or for a majority of production of ... (similar quality in the same field, to the price received by the lessee, ... (to posted prices, and to other relevant matters and, whenever ... (practicable, 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 royalty is in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to the lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks as provided by the lessor as reasonably may be required by the lessor, but in no case shall the lessor be required to hold such royalty oil or other products in storage ... (more than) the last day of the calendar month next following ... (the calendar month in which produced nor be responsible ... (for) loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties on gas, oil, and other minerals 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 it is necessary to do so in order to promote development, or that the lease cannot be reasonably operated under the terms of this lease and is properly conserved with 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 of this lease and is properly conserved with the interest of conservation of natural resources.

(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 ... (depository) mentioned in the regulations (43 CFR 3102.2. If there ... (is no well on the leased land capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date of the lease 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 relative to gas waste, taking royalty in kind, and the method of computing royalties due the lessor on minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Log, statements, plats and reports.* [illegible] such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and kinds of all products removed and sold from the leased [illegible] therefrom, and the amount used for production purposes or unavoidably lost; a plat showing developmental work and improvements on the leased lands; and reports with respect to the conservation of the natural resources of the lands subject to this lease.

(h) *Well record.*—To keep a daily drilling record, a log, and complete information on all lands and in formations penetrable in or produced by the leased of all wells drilled on the leased lands, and a complete record of all subsurface investigations affected and [illegible] to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, while the property 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 [illegible] equipments, machinery, and fixtures thereon and all books, records, maps and reports relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, while the property 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 abandonment [illegible] 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 [illegible] 1941 (55 Stat. 613, 30 U.S.C. sec. 351).

(o) *Lands [illegible] with [illegible] 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 [illegible] 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 regulations 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; after 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 a pollution on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, [illegible] forests, and timber growth thereon or on federal or non-federal lands in the vicinity; (2) polluting air and water [illegible] the leased lands or the United States [illegible] other [illegible] natural resources, or [illegible] historic or prehistoric [illegible] and upon any part of or total relinquishment [illegible] tion or expiration of this

and oil or explosives, to repair or cause all defects, and to pay or reasonably secure the payment of the lessor [illegible] and [illegible] roads to the [illegible] condition, including the removal of [illegible] as may be required. The lessee may [illegible] to the [illegible] lands or [illegible] or not owned [illegible] This [illegible] immediately prepare the [illegible] his [illegible] [illegible]

(r) *Use of [illegible] for [illegible].*—Not to create overcrowding or [illegible] in excess of the present [illegible] as otherwise authorized by [illegible] regulations.

(s) *Lessee precautions for [illegible].*—To [illegible] to the lessor in good order and condition the [illegible] leased [illegible] ing 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 gas is [illegible] 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 during 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, and it [illegible] if this lease covers lands known to contain [illegible] deposits of oil or gas, the lease may be canceled only by the [illegible] 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 [illegible] material, or equipment determined by the lessor to be [illegible] for use in planning or preserving any of the [illegible] on the leased lands 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 [illegible] (43 CFR [illegible]), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of [illegible] Revised Statutes [illegible] U.S.C. Sec. 22) and Sec. [illegible] Title 18 U.S.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W - 35960

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Graves Drilling Co., Inc.
505 Union Center Bldg.
Wichita, Kansas 67202

143969

RECORDED July 31 19 74 9:00 A M
IN BOOK 50 Oil & Gas PAGE 652
FEES $3.00 Aune R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lucie J. Yake Deputy

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* September 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 39 North, Range 110 West, 6th P.M.
Section 9: All
Section 10: W½, SE¼
Section 14: NW¼
Section 15: All

Containing 1920.00 Acres
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.)* Six and one quarter percent (6¼%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None (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.

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 21st day of September, 19 73

William D. Blankenship
(Assignor's Signature)

1035 South Garfield
(Assignor's Address)

Denver, Colorado 80209
(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 JAN 1 1974

By Eleanor W. Dale
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 1 4 1974
(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

652

653

653

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 W 782
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 29th day of November , 19 73.

ATTEST:

E. Betty Peacock
Secretary-Treasurer

GRAVES DRILLING CO., INC.

John L. Graves
(Assignee's Signature) President

505 Union Center
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 stetements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL & GAS LEASE W 45875
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Joseph S. Sprinkle, 555 17th. St., Denver, Colorado 80202, 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 hereinafter set forth:

NAME	ADDRESS	PER CENT
R. K. CRAMER	1150 Petroleum Club Bldg. Denver, CO 80202	1.75

Being in all a total of an undivided ONE & THREE QUARTERS OF ONE PER CENT 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:

T. 38 N., R. 114 W., 6th P.M.
Sec. 11: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$

T. 39 N., R. 114 W., 6th. P.M.
Sec. 22: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
sec. 23: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Sec. 26: $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

containing 880.00 acres, more or less.

WITNESS my hand this 11th day of July, 1974.

Joseph S. Sprinkle
Joseph S. Sprinkle

143992

RECORDED August 1 1974 9:00 AM
IN BOOK 52 Oil & Gas PAGE 654
FEES 2.00 Elmer R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lina Lake Deputy

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 11th day of July, 1974, before me personally appeared Joseph S. Sprinkle, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
My Commission Expires June 12,1977

Notary Public

Residing at: Denver, Colo.

654

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL & GAS LEASE W 45872
DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Joseph S. Sprinkle, 555 17th. St., Denver, Colorado 80202, 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 hereinafter set forth:

NAME	ADDRESS	PER CENT
R. K. CRAMER	1150 Petroleum Club Bldg. Denver, CO 80202	1.75

Being in all a total of an undivided One & three quarters of one per cent 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:

T. 37 N., R. 114 W., 6th P.M.

Sec. 35: NE¼, S½

containing 480.00 acres, more or less.

WITNESS my hand this 11th day of July, 1974.

Joseph S. Sprinkle
Joseph S. Sprinkle

143933

RECORDED August 1 19 74 2:00 A.M
IN BOOK 50 Oil & Gas PAGE 655
FEES 2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Yates Deputy

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 11th day of July, 1974, before me personally appeared Joseph S. Sprinkle, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
My Commission Expires June 12,1977

Lois Wadenpfuhl
Notary Public

Residing at: Denver, Colo.

STATE OF NEW YORK)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NEW YORK)

WHEREAS, by a Conveyance of Production Payment, dated December 24, 1969 (the "Conveyance of Production Payment"), Belco Petroleum Corporation, a Delaware corporation organized on July 28, 1959, having its place of business at 630 Third Avenue, New York 17, New York, conveyed unto Retlaw Corporation, a corporation organized and existing under the laws of the State of Delaware, having its office at 100 West Tenth Street, Wilmington, Delaware, a production payment (the "Production Payment") in the primary amount of ten million ($10,000,000) dollars, plus a secondary amount equal to 5/8 of 1% over the minimum commercial lending charged from time to time by Morgan Guaranty Trust Company of New York per annum on the outstanding balance of the primary amount from time to time remaining unpaid;

WHEREAS, the primary and secondary amounts of the Production Payment have been paid in full;

WHEREAS, Retlaw Corporation represents and warrants that all of the rights, titles, powers and interests created under the Deed of Trust and Assignment, dated as of December 19, 1969, from Retlaw Corporation to William R. Barrett, Jr., as Trustee, have been set-over, assigned, conveyed and quitclaimed, by said Trustee unto Retlaw Corporation;

WHEREAS, Retlaw Corporation further represents and warrants that it is the holder of the Production Payment and that the same is free of all liens, mortgages, and encumbrances and other prior rights and it has full power and authority to release, set-over, assign, convey and quitclaim the Conveyance of Production Payment and the Production Payment unto Belco Petroleum Corporation; and

144019

RECORDED August 2 19 74 1:30 PM
IN BOOK 50 Oil & Gas PAGE 656
FEES $3.25 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda J. Yake Deputy

WHEREAS, it is the desire of Retlaw Corporation to release, set-over, assign, convey and quitclaim unto Belco Petroleum Corporation all of its right, title, power and interest in, to and under the Conveyance of Production Payment and the Production Payment;

NOW, THEREFORE, the undersigned, for and in consideration of the sum of ten ($10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, set-over, assign, convey and quitclaim unto Belco Petroleum Corporation all of its right, title, power and interest in, to and under the Conveyance of Production Payment and the Production Payment.

TO HAVE AND TO HOLD unto Belco Petroleum Corporation, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument 2nd day of June, 1974, and effective as of the first day of February, 1974.

RETLAW CORPORATION

ATTEST:

Lena M. Manofatis

BY: J P Boysen

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that, I Gerald H. Osterberg, a notary public duly qualified, commissioned, sworn, and acting in and for the County and State aforesaid, hereby certify that, on this 7th day of June, 1974:

There appeared before me J. P. Boysen, a Vice President of Retlaw Corporation, a Delaware corporation, the corporation which executing the foregoing instrument, who resides at 4 Circle Lane, Rutherford, N. J. 07070,

New York) Before me personally came such person to me known, who, being by me duly sworn, did depose and say that he resides at the address set opposite his name; that he is the designated officer of the Corporation set opposite his name, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation's seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

New Mexico) The foregoing instrument was acknowledged before me this date by such person, the designated officer of the corporation set opposite his name, such corporation being a Delaware corporation, on behalf of said corporation.

Ohio) Before me personally appeared the person specified above, known to me to be the person who as an officer of said corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and on the behalf of said corporation; that the same is his free act and deed of such office, and the free and corporate act and deed.

Oklahoma) The foregoing instrument was acknowledged before me on said date by the person specified above, an officer of Retlaw Corporation, a Delaware corporation, on behalf of the corporation.

Texas) Before me personally appeared such person, personally known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of the corporation set opposite his name, being one of the corporations named in said instrument, and personally known to me to be such officer of said corporation, and acknowledged to me that he executed said instrument in the capacity therein stated for the purposes and consideration therein expressed, for and on behalf of and as the act of said corporation.

Utah) Before me personally appeared such person, who being by me duly sworn, did say that he is an officer of said corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said person acknowledged to me that said corporation executed the same.

Wyoming) The foregoing instrument was acknowledged by the person specified above, an officer of Retlaw Corporation, and Lena M. Marrafioti , the Assistant Secretary of said corporation, before me on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and the official notarial seal in the City of New York, County of New York, State of New York, this 7th day of June , 1974.

GERALD H. OSTERBERG
Notary Public, State of N. Y.
No. 24-2081650
Qualified in Kings County
Cert. filed in New York County
Comm. Expires March 30, 1975

[signature]

675

EXHIBIT "A"

LEASES IN SUBLETTE AND LINCOLN COUNTIES, WYOMING, IN WHICH BELCO PETROLEUM CORPORATION IS THE WORKING INTEREST OWNER; SAID INTEREST BEING SUBJECT TO PROPORTIONATE PART OF OVERRIDING ROYALTIES AND PRODUCTION PAYMENTS AS INDICATED

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-06206	30N - 113W	9	All				
		15	All	1280.00	6	A	
		21	N½	320.00	5½	A	
W-0136173	30N - 113W	21	S½	320.00	5½	A	
W-0136175	30N - 113W	26	SW¼	160.00	7⅓ to 2500'	A	6⅔% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF
		27	S½	320.00	7⅓ to 2500'	A	6⅔% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF
		27	N½	320.00	7	A	
		34	NW¼	160.00	7⅓ to 2500'	A	6⅔% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0136175 (cont.)		34	NE¼	160.00	13½ to 2500'	A	12½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF
E-022951	30N - 113W	26	N½	320.00	7	A	
E-012494	29N - 113W	14	S½NW¼, S½	480.00	6	A	47½% in Kmv Reservoir, 100% in all other zones
		15	S½NW¼, S½				
		23	E½	800.00	6	A	
E-025930	29N - 113W	13	SW¼SW¼, NW¼SW¼				47½% in Kmv Reservoir, 100% in all other zones
		23	W½	400.00	3	A	
		13	S½NW¼, SW¼NE¼, NE¼SW¼	160.00	3	A	
W-01338	29N - 113W	26	SE¼SE¼	40.00	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		26	N½S½, S½SW¼, SW¼SE¼, S½N½	440.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	A	CBU #7 Well on this lease

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-014052	28N - 113W	2	Lots 7, 8	77.33	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0231772	28N - 113W	2	S½NW¼, N½SW¼				
		3	Lots 5,6, S½NE¼, NE¼SE¼	356.07	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		2	SW¼SW¼				
		3	S½SE¼, NW¼SE¼	160.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		2	SE¼SW¼	40.00	3	A	
W-014052	28N - 113W	1	Lots 7, 8	79.89	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231773	28N - 113W	1	S½NW¼, N½SW¼	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		1	S½SW¼	80.00	3	A	
W-0125391	28N - 113W	2	Lots 5, 6	78.15	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231774	28N - 113W	2	S½NE¼, N½SE¼	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		2	S½SE¼	80.00	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-025991	29N - 113W	34	All	640.00	6	A	Operating Rights down to 1500' above the Frontier Formation
U-04731	28N - 113W	5	Lots 5,6,7,8, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	419.86	6	A	Operating Rights down to 1500' above the Frontier Formation
U-0125388	28N - 113W	23 24	Lots 1,2,3, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$ Lots 3, 4	341.29	3	A	
E-021756A	28N - 113W	24	Lots 1, 2	88.41	3	A	
U-01754	30N - 113W	35	$W\frac{1}{2}$	320.00	5	A	
E-021983	29N - 113W	14	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	5	A	47½% in Kmv Reservoir, 100% in all other zones
U-0231770	29N - 113W	22 24 27	$W\frac{1}{2}$ $S\frac{1}{2}NE\frac{1}{4}$ $NE\frac{1}{4}NW\frac{1}{4}$	440.00	3	A	
		24	$NW\frac{1}{4}$	160.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
U-0189	29N - 113W	25	$N\frac{1}{2}NE\frac{1}{4}$	80.00	3.75	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0834770	29N - 113W	24	$SW\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A	47½% in Kmv Reservoir and "F" Sand Reservoir, 100% in all other zones
		24	$S\frac{1}{2}$, $NW\frac{1}{4}SE\frac{1}{4}$	280.00	3-3/4	A	47½% in Kmv Reservoir, 100% in all other zones
		25	$N\frac{1}{2}NW\frac{1}{4}$				
		24	$SE\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A	47½% in "F" Sand Reservoir, 100% in all other zones
		24	$NE\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A	
E-022756	28N - 113W	14	$W\frac{1}{2}$	320.00	3	A	CBU #5 Well on this lease
W-0834674	29N - 113W	35	$N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$	120.00	6	A	47½% in Kmv Reservoir, 100% in all other zones
		35	$SW\frac{1}{4}NW\frac{1}{4}$	40.00	6	A	
E-021767	29N - 113W	35	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$	240.00	4.375	A	47½% in Kmv Reservoir, 100% in all other zones
		35	$W\frac{1}{2}SW\frac{1}{4}$	80.00	4.375	A	
W-034732	28N - 113W	4	Lots 7,8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	A	
WB 0-8843	28N - 113W	16	All (Resurvey Tract 37)	640.00	5	A	Operating Rights down to 1500' above the Frontier Formation

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject Prod. Payment	Remarks
Charles P. Buell	29N - 113W	10	N½NE¼, SW¼NE¼	120.00	12½	A	Operating Rights to 2500' 12½% ORR subject to GIR @ 3.2¢ per MCF
Edgar K. Chrisman	29N - 113W	10	SE¼NE¼, NW¼SE¼	80.00	6¼	A	
Chrisman Estate	29N - 113W	10 11	E½SE¼ W½SW¼	160.00	6¼	A	
Charles P. & Francis M. Noble	29N - 113W	11	W½NW¼	80.00	6¼	A	
W-012536	28N - 113W	11 13 14	E½ SW¼ E½	800.00	3	A	CBU #10 Well on this lease
E-021611	28N - 113W	1	Lot 6, SW¼NE¼, NW¼SE¼	121.52	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		1	Lots 5,9,10,11, SW¼SE¼				
		12	Lots 1,2,3,4, W½E½, W½ (All.)				
		13	Lots 1,2,3,4, W½E½, NW¼	1209.00	3	A	
E-023561	28N - 113W	23	Lot 4, W½NW¼	107.24	3	A	
E-022205	28N - 113W	9	All	640.00	5	A	Operating Rights down to 15500' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-0280331A	29N - 113W	25	SE¼NW¼		1½	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		25	SW¼NW¼	80.00	1½	A	47½% in Kmv Reservoir, 100% in all other zones
E-0177104	30N - 113W	34	SW¼SW¼	40.00	2½	A	Superior Oil Co. has operating rights below 1500' above the Frontier Formation
E-0280755	28N - 113W	11	W½	320.00	3	A	
E-0177103	30N - 113W	28	SE¼	160.00	4¼	A	
		34	SE¼, N½SW¼, SE¼SW¼	280.00	4¼	A	
		28	NE¼	160.00	6	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-0261763	30N - 113W	32	NE¼NE¼	40.00	6	A	
M-033769	29N - 113W	3	N½	287.42	5	A	
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	A	3% ORR Subject to GPR @ 6¢ per MCF
					8-3/4 to 2500'	A	6½% ORR subject to GPR @ 3.2¢ per MCF
		4	NE¼	143.31	4½	A	
		4	E½NW¼, NE¼SW¼	113.30	6	A	
		4	N½SE¼	80.00	3	A	
	30N - 113W	33	E½	320.00	4½	A	
		33	E½W½	160.00	6	A	
M-031992	29N - 113W	22	E½NE¼	80.00	5½ to 2500'	A	47½% in Kmv Reservoir, 100% in all other zones
					3 below 2500'	A	47½% in Kmv Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-0331992 (Cont.)	29N - 113W	22	W½NE¼		3 Below 2500'	A	
		22	NE¼SE¼	40.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		22	NW¼SE¼, S½SE¼	120.00	3	A	
		26	N½N½	160.00	3-3/4	A	47½% in Kmv Reservoir, 100% in all other zones
		27	N½NE¼	80.00	3	A	
Clifton Fear	29N - 113W	9 10 15	E½SW¼, SE¼ SW¼NW¼, SW¼, SW¼SE¼ N½N½	640.00	0	A	Entire lease subject to landowner royalty of 16%
E-0227694	29N - 113W	1 2	W½ Lots 1,2,3,4, SE¼NW¼, S½, S½NE¼	889.17	8-3/4 to 2500'	A	6½% ORR subject to GPR @ 3.2¢ per MCF
					5½ Below 2500'	A	3% ORR subject to GPR @ 6¢ per MCF
Eugor K. Christman et al	29N - 113W	11 12 13 14	E½SW¼, SE¼ NW¼SW¼, S½S½ N½N½, SE¼NE¼, SE¼ N½NE¼				Entire lease subject to landowners royalty of 16%
	29N - 112W	18	Lots 1,2, E½NW¼	986.01	7	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Eager K. Christman et al (Cont.)	29N - 113W	13 24	SE¼SW¼ N½NE¼	120.00	7	A	Entire Lease Subject to landowners royalty of 18%
							47½% in Kmv Reservoir, 100% in all other zones
William J. & Mamie McGinnis	28N - 113W	Tr. 45 Tr. 47	N½SE¼-Sec. 23; N½SW¼-Sec. 24 S½NE¼, S½NW¼-Sec. 24	320.00	12½	A	
W-0231771	29N - 113W	25	W½SW¼	80.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-02683	29N - 113W	25	S½NE¼, SE¼, E½SW¼	320.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0125390	29N - 112W	30	Lots 1,2,3,4, E½W½, NW¼NE¼, S½NE¼, SE¼				47½% in "P" Sand Reservoir, 100% in all other zones
		31	E½W½, E½	969.04	3	A	
		31	Lots 1,2,3,4	48.16	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
E-026216	29N - 112W	32	W½SW¼	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231769	29N - 112W	32	W½NW¼	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	& ORR	Subject to Prod. Payment	Remarks
W-0136177	30N - 113W	22	$S\frac{1}{2}$	320.00	6	A	
WS 0-10799	29N - 113W	1	Lot 1				
	30N - 113W	36	All	679.39	5	A	
W-05283	28N - 113W	4	$SW\frac{1}{4}SE\frac{1}{4}$	40.00	6	A	
		4	Lots 5, 6, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	272.53	6	A	$47\frac{1}{2}\%$ in Kmv Reservoir, 100% in all other zones
E-023340	28N - 112W	5	All				
		6	Lots 1, 3 thru 18 incl., $E\frac{1}{2}SW\frac{1}{4}$ $SE\frac{1}{4}$				CBU#4 Well on this lease
		7	$N\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		7	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$				← 50% to Base of Almy Formation 100% in all other zones
		8	$NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$	2559.34	3	A	
E-024523	28N - 112W	28	$W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$				CBU#6 Well on this lease
		29	All				
		30	Lots 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		31	Lots 1, 2, 3, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		32	$W\frac{1}{2}NW\frac{1}{4}$	2472.98	3	A	
W-0125387	28N - 112W	30	Lot 1	33.83	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-04629	28N - 113W	10	E½	320.00	3	A	C-22 Well on this lease
E-023756	28N - 113W	23	Lots 5,6,7				CBU #13 Well on this lease
		24	Lots 5,6,7,8, Tr. 46A & 46B				
		25	All	929.41	6	A	
E-02444 69	28N - 112W	17	N½N½, E½SE¼, SE¼SW¼, SW¼SE¼				CBU #12 Well on this lease
		18	Lots 1,2,3. E½NW¼, NE¼SW¼,				
		19	E½SW¼, SE¼, S½NE¼, NE¼NE¼				
		20	All				
		21	All	2196.04	3	A	
W-025365	28N - 112W	19	Lots 3, 4	69.93	3	A	
W-07828	28N - 113W	3	Lots 7, 8, S½NW¼, SW¼	311.37	3	A	47½% in Kmv Reservoir, 100% in all other zones
Charles P. & Francis M. Noble	29N - 113W	11	NE¼, E½NW¼				
		12	W½NW¼	320.00	0	A	
W-04226	30N - 113W	28	SW¼, SW¼NW¼, E½NW¼	280.00	6	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0125389	29N - 112W	19	Lots 3,4, E½SW¼, SW¼SE¼	144.66	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		19	Lot 2, SE¼SE¼, N½SE¼, SE¼NW¼, S½NE¼, NE¼NE¼	292.93	3	A	
E-026115	29N - 112W	20	N½NW¼	40.00	3	A	
E-023554	28N - 113W	26	Lot 1, SE¼NW¼, E½SW¼, E½	475.90	1	A	Operating rights down to the base of the Muddy Formation
E-024792	28N - 113W	34	Lot 2	44.96	5	A	Operating rights down to the base of the Muddy Formation
W-02985	28N - 113W	35	Lots 1,2,3,4,5,6,7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼	545.49	5	A	Operating rights down to the base of the Muddy Formation
W-02985A	28N - 113W	35	SE¼NW¼	40.00	5	A	Operating rights down to the base of the Muddy Formation
W-02056	28N - 113W	34	E½NW¼, NE¼SW¼, NW¼NE¼	160.00	5	A	Operating rights down to the base of the Muddy Formation
W-046892	28N - 113W	34	E½NE¼, SW¼NE¼, N½SE¼, Lots 3, 4	288.79	5	A	Operating rights down to the base of the Muddy Formation

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022929	27N - 112W	33 34 35	NE¼, S½ All All	1760.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022931A	27N - 112W	28 29 32	All E½SE¼ E½E½				75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
	26N - 112W	5 8	Lot 1, SE¼NE¼, E½SE¼ E½NE¼, E½SE¼	1196.87	2	A	
E-022932	26N - 112W	2 3 4 9 11	All All All All NW¼NW¼	2572.04	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-023229A	27N - 112W	21	Lots 9, 10,11, SW¼SW¼	139.14	3	A	
E-023229	27N - 112W	21	SE¼SW¼	40.00	2½	A	
E-025548	27N - 112W	26 27	All E½	960.00	4.007	A	50% working interest
E-025550	27N - 112W	27	W½	320.00	4.007	A	50% working interest

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026056	26N - 112W	11 14	NE¼, NE¼NW¼, S½NW¼, S½ All	1240.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7, E½, W½SW¼, NE¼NW¼	601.03	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-5481	26N - 112W	16	All of Green River Bed in Section 16	38.97	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022234	28N - 113W	16 17 20 29	Lots 1,2,3,4,5,6,7 NW¼NE¼ Lots 2,3,4,5, S½NW¼ E½, E½W½	793.08	1⅛	A	Shallow rights only**
E-020363	28N - 113W	17 21 28 31 32	Lots 1,3,4,5,6, SW¼NE¼, NW¼SE¼ Lots 1-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, S½NE¼, N½SE¼, SE¼SE¼ All (Lots 1-11 incl., S½SE¼, Tr. 50) Lots 7, 8 Lots 2,5, Tr. 53	1339.03 203.79	1⅛ 7½	A A	Shallow rights only** Shallow rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022261	28N - 113W	19	Lot 5, NW¼NE¼, S½NE¼, SE¼				
		31	E½NE¼				
		32	Lot 1, N½NW¼, SW¼NW¼	563.20	1¼	A	Shallow rights only**
E-02h353	28N - 113W	20	Lots 6,7,8, SW¼SE¼, E½SW¼, NW¼SW¼, Tr. 43b	290.27	2½	A	Shallow rights only**
E-07538	28N - 113W	32 —	NE¼				
		33	N½NW¼	240.00	9	A	Shallow rights only**
	27N - 113W	5	Lots 3,4, S½NW¼	159.08	3	A	Shallow rights only**
	28N - 113W	32	Lot 6, NE¼SE¼				
		33	S½NW¼	167.69	9	A	Shallow rights only**
	27N - 113W	5	Lot 2	39.67	9	A	Shallow rights only**
E-07538	28N - 113W	32	Lot 6, NE¼SE¼				
		33	S½NW¼	167.69	3	A	Deep rights only**
	27N - 113W	5	Lot 1, S½NE¼, N½SE¼	199.78	9 on shallow 3 on Deep.	A	Full rights
		5	S½SE¼, SW¼	240.00	3	A	Deep rights only**
William J. McGinnis et al	28N - 113W	17	Trs. 38, 40 (also described as NE¼SW¼, SW¼SE¼)	80.00	½	A	Shallow rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Mary J. Haddenham	28N - 113W	17	Tr. 39 (also described as $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$)	120.00	2.1125	A	Shallow rights only***
Ruth A. DeCraw, now Ruth A. Chamerlain	28N - 113W	20 & 21	Tr. 41 (also described as $E\frac{1}{2}NE\frac{1}{4}$, Sec. 20; and $W\frac{1}{2}NW\frac{1}{4}$, Sec. 21)	160.00	0	A	Shallow rights only***
William J. McGinnis et al	28N - 113W	21	Tr. 42	40.00	0	A	Shallow rights only***
E-022209	28N - 113W	33	Lots 1,2,3, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	300.50	6	A	Shallow rights only***
		33 34	Lot 4, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	371.11	0	A	Shallow rights only***
		33	Lots 1,2,3,4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	671.61	0	A	Deep rights only****
Myron Edgar Mills & Lilly A. Mills	28N - 113W	22 & 23	Tr. 44 (also described as $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 22; and $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 23)	160.00	0	A	
E-07671A	27N - 113W	8	$SE\frac{1}{4}$	160.00	$2\frac{1}{2}$	A	Deep rights only****
E-07671B	27N - 113W	8	$N\frac{1}{2}$, $SW\frac{1}{4}$	480.00	$3\frac{1}{2}$*	A	Deep rights only****

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-09561A	27N - 113W	17	NE¼, E½NW¼	240.00	3.92	A, Y	Deep rights only***
		17	NE¼SW¼				
		20	NE¼	200.00	1.79	A	Deep rights only***
		17	SE¼	160.00	2.29	A	Deep rights only***
E-021970	27N - 113W	4	SW¼SW¼				
		9	N½, E½SW¼, W½SE¼	360.00	3*	A	Deep rights only***
E-026191	27N - 113W	4	Lot 4, S½NW¼, W½SE¼, E½SW¼, NW¼SW¼	319.85	9 on shallow 3 on deep	A	Full rights
		9	W½NE¼	80.00	3	A	Deep rights only***
E-07555	27N - 113W	9	W½SW¼	80.00	3*	A	Deep rights only***
E-0102703	27N - 113W	21	N½N½	160.00	2.88*	A	Deep rights only***
WS 0-847	27N - 113W	16	All	640.00	2½	A	Deep rights only***
WS 0-11141	27N - 113W	36	All	640.00	0	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Road. Payment	Remarks
W-020123	27N - 112W	6 8 17 20	Lots 1,2,3,4,5,6,7, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ $W\frac{1}{2}$ $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Lot 6	1520.60	3	A	100% below the base Mesaverde Formation 80% above the base of t Mesaverde Formation
W-020123A	27N - 112W	4 5 8 9 17 20	$SW\frac{1}{4}SW\frac{1}{4}$ Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$ $SW\frac{1}{4}SW\frac{1}{4}$ $SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$ $W\frac{1}{2}NE\frac{1}{4}$	999.78	3	A	100% below the base of t Mesaverde Formation 80% above the base of th Mesaverde Formation
W-025407	27N - 112W	30	Lots 3,4,7,8, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$	302.50	3	A	100% below the base o Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, $NW\frac{1}{4}NE\frac{1}{4}$	153.52	3	A	100% below the base of th Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025410	27N - 112W	30	Lots 1,2,5,6, $E\frac{1}{2}W\frac{1}{2}$	259.08	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 1	34.16	3	A	100% below the base of Mesaverde Formation 50% above the base of t Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-02[illegible]10A	27N - 112W	31	Lots 3,4,9,10, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	373.91	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-02[illegible]10	27N - 112W	7 18	$E\frac{1}{2}$ $E\frac{1}{2}$	640.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-02[illegible]10A	27N - 112W	19	$E\frac{1}{2}$	320.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-039910	27N - 112W	4 5	Lot 2 Lot 3,	79.38	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-039913	28N - 112W	33	$N\frac{1}{2}$, $SE\frac{1}{4}$	480.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-[illegible]3501	27N - 112W	4	$NW\frac{1}{4}SW\frac{1}{4}$	40.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-05751	27N - 112W	7 18	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$ Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$	553.65	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-057951A	27N - 112W	19	Lots 1,2,3,4, E½W½	263.89	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-059538	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-059538A	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
MS 0-111h2	28N - 113W	36	N½, SE¼, E½SW¼ (part of Resurvey Tr. 54)	629.00	0	A	100% below the base of th Mesaverde Formation 80% above the base of the Mesaverde Formation
MS 0-20810	28N - 113W	36	W½SW¼ (part of Resurvey Tr. 54)	90.00	20	A	100% working interest
E-022929A	27N - 112W	33	NW¼	160.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022930A	26N - 112W	10 15	All All	1280.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
U-036663	29N - 112W	17	E½, E½W½, SW¼NW¼	520.00	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-0126392	29N - 112W	18	W½SE¼, E½SW¼, SE¼NE¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	318.44	3	A	
Beneficial Oil Co.	27N - 112W	20	Lots 1,2,5, NE¼NE¼, NW¼SE¼				
		21	Lots 2,3,4,5,6, NW¼NW¼	316.18	0	A	50% working interest
E-0217A1	26N - 113W	4	SE¼, W½SW¼, Lots 1-12 incl.				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SE¼NE¼				
		32	W½SE¼, N½NE¼, SW¼NE¼				
		33	NW¼NE¼, S½NE¼, SE¼, NW¼	1433.84	5	A	
E-0217A3	27N - 113W	33	N½SW¼	80.00	5	A	
John E. & Mary Marx	26N - 112W	6	E½SW¼, Lot 10				
		7	Lot 1, NE¼NW¼	158.90	5	A, Z	
Augusta B. Marx	26N - 112W	7	Lots 2,4, SE¼NW¼, NE¼SW¼, NW¼SE¼	159.60	5	A, Z	
Cyril & Dorise Moudley							
State Highway Commission	26N - 112W	6	A portion of State Highway 189	108.14	5	A, Z	
Guy & Dorothy L. Decker	26N - 112W	6	A portion of SE¼	5.007	5	A, Z	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
A. L. Mahaffey	26N - 112W	6	A portion of the SW¼SE¼	2.00 20.97	5 5	A, Z A, Z	50% working interest
Patrick J. Qually Joseph A. & Dessie B. Minton	27N - 113W	28	SW¼NE¼, S½NW¼	120.00	2½	A	Deep rights only
Bank of Paulline Joseph A. & Dessie B. Minton	27N - 113W	28	NW¼SE¼, N½SW¼, SW¼SW¼	160.00	5½	A	Deep rights only
George E. & Marie C. Yeaman	26N - 112W	7	W½NE¼, NE¼NE¼, Lot 3	160.08	0	A	
William J. & Marie McGinnis Bank of Paulline Mont Sims	26N - 112W	7 17 18 19 20 21	E½SE¼, SW¼SE¼, SE¼SW¼ Lots 2,3,4, W½, SE¼ E½, E½W½, Lot 4 Lots 1,2,3, E½NW¼, NE¼SW¼, NE¼, N½SE¼ N½, N½S½ W½NW¼, NW¼SW¼	2243.93	5	A, Z	
Mont Sims	26N - 112W	21	Lots 2,3,6	75.83	5	A, Z	
M-059505	27N - 112W	9 20	Lots 2,3 Lots 3,4	42.04	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-021954	27N - 111W	15 22	S½ NE¼NW¼, NW¼NE¼	400.00	5	A	50% working interest
Bate & Father Prohasco	26N - 112W	6	A portion of the SW¼SE¼	18.00	5	A, Z	50% working interest
Lincoln County Town of LaBarge	26N - 112W	6	Lots, Street & Alleys in the town of LaBarge	18.02	5	A, Z	
Howard A. Whaffey	26N - 112W	6	A portion of the SW¼	1.00	5	A, Z	50% working interest
M-053452	27N - 112W	4 5	Lots 3,4, S½NW¼ Lot 2, S½NE¼				
	28N - 112W	33	SW¼	438.93	2½	A	
M-057819	27N - 112W	10 11 12 13	Lot 1, NE¼NE¼, S½NE¼ N½ S½N½, SE¼ E½	1104.26	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-039910A	27N - 112W	1 2 3 12	S½ Lot 8, NE¼SW¼, S½SW¼, SE¼ Lots 1,6,7,10,11 N½N½	912.90	5	A	
M-066702	27N - 112W	10	Lots 4,5	57.81	3	A	
M-048781	27N - 113W	35	E½	320.00	.875 20.875	A	50% to top of the Hilliard Formation 100% to top of the Nugget Formation
MS 0-22646	26N - 113W	1	All of original Section (Pt. Resruvey Lot 37)	656.71	22½	A	100% below top of the Hilliard Formation
M-048780	27N - 113W	4	Lots 2,3, SW¼NE¼	120.10	20.875 on deep 26.875 on shallow	A	Full operating rights
E-022935	26N - 112W	5	Lots 5,6	23.55	0	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
E-022931	26N - 112W 27N - 112W	5 8 29	Lots 4,7,10,11,13, SW¼SE¼ Lots 1,2,4,5,6,7,11, W½NE¼ Lots 2,3,4,5,8,9,10,11,12	608.78	1%	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-023313	26N - 112W	6	SW¼NE¼	40.00	13-3/4	A	100% Bear River & Frontier Formations only
E-0233130	26N - 112W	6	SE¼NW¼	40.00	13-3/4	A	100% Bear River & Frontier Formations only
W-052064	26N - 112W	7	Lot 5	76.09	13-3/4	A	100% Bear River & Frontier Formations only
W-052065	26N - 112W	6	Lots 1,2,3,4,5,6,7,9	209.85	13-3/4	A	100% Bear River & Frontier Formations only
W-052066	26N - 112W	19 29 30	Lot 4 SW¼, SW¼NW¼ Lots 1,2,3,4, E½W½, E½ (All)	764.29	13-3/4	A	100% Bear River & Frontier Formations only
W-066369	26N - 113W	15	S½	320.00	5	A	
W-066370	26N - 113W	22	N½NE¼, N½NW¼, SW¼NW¼, N½SW¼	200.00	5	A	
W-033951	26N - 113W	10 15	S½NE¼ S½N½	240.00	2½	A	

Lease Number	T-R-Area	Section	Description	Total Acreage	% GRR	Subject to Prod. Payment	Remarks
MS 0-11134	26N - 113W	12	All	657.64	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
MS 0-11136	26N - 113W	24	$N\frac{1}{2}N\frac{1}{2}$ (Lot 38), $NW\frac{1}{4}SW\frac{1}{4}$ (Lot 40)	203.74	0	A	" "
MS 0-11137	26N - 113W	24	$S\frac{1}{2}W\frac{1}{2}$	163.05	0	A	" "
MS 0-11135	26N - 113W	13	All	665.84	0	A	" "
W-024793	26N - 113W	14 22 23 26	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Lots 1,2,3,4, $N\frac{1}{2}NW\frac{1}{4}$ Lots 1,2,3,4	598.70	4	A	" "
W-036054	27N - 113W	27	$NW\frac{1}{4}NE\frac{1}{4}$	40.00	4	A	" "
W-09275	26N - 113W	22	$NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	160.00	5	A	" "

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-0120267	26N - 112W	17	All of the bed of the Green River lying Sec. 17 of said Township, between the mean high marks thereof, excepting that portion of said riverbed which lies riparian to privately owned lands patented without reservation of Oil and Gas to the USA	10.41	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
U-077908	26N - 113W	2	Lot 4				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		10	$SE\frac{1}{4}$				
		11	Lots 1,2,3,4, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		14	Lots 1,2, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		15	$N\frac{1}{2}N\frac{1}{2}$	1270.64	3	A	
George D. & Verna C. Eubank	26N - 112W	19	$SE\frac{1}{4}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation This lease covers 1/4 mineral interest only
		20	$S\frac{1}{2}S\frac{1}{2}$				
		29	$N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$	720.00	20 reducible	A	
U-050961	26N - 112W	6	Lands covering all of the bed of the Green River riparian to Lot 6 between the Mean high water marks thereof excepting that portion of said river bed which lies riparian to Lot 7 of Sec. 6. Said lands being only that (cont. on the following page)				50% above the base of the Mesaverde Formation 100% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-07026A (cont.)			portion of the bed of the Green River appurtenant to Lot 6, T26N-R112W	1.075	0	A	
U-[illegible]959	26N - 112W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
U-02454A	26N - 112W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	A	
Athol L. & Mollie Mae Stobbs Kenneth Burdick Mary Nevins Mahoney et al Florence Vick Fay et al	27N - 112W	29	Lots 1,6, S½NE¼	164.44	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lessee Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
William J. & Marie McGinnis	26N - 112W	8	Lots 8,9,10, SW¼SW¼	125.82	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
M-0292163	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3, 4,5,8,9,10,11,12	119.89	3	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
Delmer G. Larsen	26N - 112W	8	Lots 8,9,10, SW¼SW¼	125.82	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-035077	28N - 112W	32	E½W½, SW¼SW¼, E½	520.00	2½	A	
William J. & Mavis Hutchinnies	28N - 112W	17	S½N½, N½SW¼, NW¼SE¼, SW¼SW¼				
		18	Lot 4, SE¼, SE¼SW¼				
		19	NE¼NE¼	597.01	0	A	
M-02h35h	29N - 112W	33	SE¼, E½NE¼				
		34	All	880.00	3	A	
M-02h355	29N - 112W	32	E½				
		33	W½NE¼, W½	720.00	3	A	100% in all zones
		32	E½W½	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
M-02h470	29N - 112W	29	W½SW¼	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		27	All				
		28	All				
		29	E½, NW¼, E½SW¼	1840.00	3	A	100% in all zones

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E - 026175	28N - 112W	4 8 9	All E/2, E/2SW/4 All	1821.20	3	A	
McGinnis, A. et al	28N - 112W	19	Lot 2, SE/4NW/4	75.97	0	A	
W -020778	28N - 114W	27	SE/4	640.00	2.5	A	
		35	E/2, NW/4				
W - 05689	27N - 114W	2	All	2480.44	1	A	25% Working Interest
		3	Lots 1,2,3,4, S/2N/2, N/2S/2				
		4	Lots 1,2,3,4, S/2N/2				
	28N - 114W	33	N/2SE/4, S/2S/2				
		34	All				
		35	SW/4				
W - 05690	27N - 114W	10	N/2, N/2 SW/4, SE/4 SW/4, SE/4	2320.00	1	A	25% Working Interest
		11	All				
		12	W/2NW/4, NW/4SW/4				
		14	All				
		15	N/2				

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W - 05692	27N - 114W	3 4 5 9 10	S/2S/2 S/2 Lots 5,6,13,14,15,16,23,24 $E\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NW\frac{1}{4}$ $SW\frac{1}{4}SW\frac{1}{4}$	1253.83	1	A	25% Working Interest
Bertagnolli, M., Et Vir	27N - 114W	1	Lots 1,2,3,4, S/2 N/2	321.00	0	A	50% Working Interest
E - 09156B	26N - 113W	5 8 9	$E\frac{1}{2}SE\frac{1}{4}$ $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$ $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	400.00	10.25	A	100% Working Interest
WS 63-11625	26N - 113W	16	All	640.00	10% of 8/8	A	100% Working Interest
W - 0322521	26N - 113W	9	$SE\frac{1}{4}SW\frac{1}{4}$	40.00	0	A	100% Working Interest

NOTES:

* Overriding royalty as indicated denotes that U. S. Government royalty for the subject lease is subject to increase if average production per well per day exceeds 5,000 MCF of gas or 50 barrels of oil (for leases Evanston 021978 and 07555), and, for lease Evanston 07671B, if average production per day per well exceeds 20 barrels of oil. (page 18)

** Shallow rights as indicated refer to interest in zones from the surface down to 1500 feet above the top of the Frontier formation. (pages 15-17)

*** Deep rights as indicated refer to interest in zones below 1500 feet above the top of the Frontier formation. (pages 16-18, 23)

GPR GPR refers to Gas Purchase Rights. (pages 1, 2, 6, 8, 9)

ORR ORR refers to Overriding Royalty.

Y Y denotes that subject operating rights are subject to a production payment, in the original sum of $75,000.00, payable out of two and one-half percent (2½%) of production from these operating rights and other operating rights subject thereto. (page 18)

Prior Liens The Chimney Butte Wells #4, 5, 6, 7, 10, 12, 13, and the C-22 Well and approximately 320 acres surrounding each of these wells are subject to a first and Prior Lien previously created, to El Paso Natural Gas Company, upon 50% of Belco Petroleum Corporation's share of the gross proceeds from these wells until such time as repayment has been made for advance made by El Paso Natural Gas Company in accordance with a Gas Purchase Agreement dated November 14, 1957, by and between El Paso Natural Gas Company as Buyer and Belco Petroleum Corporation as Seller. (pages 2, 5, 6, 11, 12)

Z Z signifies lands subject to a Production Payment previously reserved by Carl-Pat Company in the original amount of $246,630.40 payable out of five percent (5%) of all oil and gas produced, saved and marketed from such properties more particularly described in the Agreement dated May 16, 1957, by and between Carl-Pat Company and Belco Petroleum Corporation. (pages 22-24)

A A signifies lands subject to a Production Payment previously conveyed to Retlaw Corporation, on June 28, 1967, in the original sum of Thirteen Million Dollars ($13,000,000.00) Primary Amount plus a Secondary Amount equal to Six and One-Quarter percent (6¼%) per annum on the outstanding balances of the Primary Amount, from time to time remaining unpaid, payable out of 75% of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties to maximum daily amounts of Fourteen Thousand Dollars ($14,000.00) through December 31st, 1969, and Eighteen Thousand Dollars ($18,000.00) from and after January 1st, 1970, until same has been satisfied.

(1) Belco's working interest as shown is subject to a 25% carried working interest after payout. (pages 34, 34A)

(2) After conversion of 1/16 of 7/8ths overriding royalties to 50% net profits interest, the overriding royalties as indicated will be reduced to 5.23%. (page 34)

(3) Out of the overriding royalties as indicated, Belco bears a proportionate part of only 6.25%. (page 34)

(4) Substantially all of the interests set forth herein and located in San Juan County, New Mexico, and in Grand, San Juan and Uintah Counties, Utah, and in Converse, Lincoln and Sublette Counties, Wyoming, are subject to the Deed of Trust, Mortgage and Assignment executed by Belco Petroleum Corporation on July 11, 1961, as supplemented by a Supplemental Deed of Trust, Mortgage and Assignment dated as of November 1, 1966, which have been recorded in the records of each of said counties.

X denotes overriding royalties equal to 12.5% of 7/8 as to gas and 6.25% of 7/8 as to oil. (pages 43, 44, 45)

W denotes overriding royalties equal to 6.25% of 7/8 as to oil and gas. (pages 44, 47)

T denotes overriding royalties equal to 6.25% of 7/8 as to oil and gas but does not include the Burke #1 Well. (Page 46)

144023

RECORDED August 5, 1974 9:04 M
IN BOOK 50 Oil & Gas PAGE 694
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Janet Yake Deputy

MFS Producers Form 88

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of July, 1974, by and between ROBERT A. SPRINGMAN and WILDA SPRINGMAN, H/W

hereinafter called the lessor (whether one or more), whose Post Office address is P. O. Box 749, Big Piney, WY 83113

and MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation at 180 East 1st South, Salt Lake City, Utah 84111 hereinafter called the lessee:

WITNESSETH:

1. That the lessor, for and in consideration of the sum of Ten and no Dollars in hand paid by the lessee, the receipt and sufficiency of which is hereby acknowledged, and of the covenants and agreements herein contained on the part of the lessee to be paid, kept and performed, by these presents does grant, demise, lease and let exclusively unto the lessee, its successors and assigns, for the purposes of investigating, exploring by geological, geophysical, and other methods, prospecting, drilling, mining, and operating for and producing oil, liquid hydrocarbons, all gases (including without limitation, hydrogen sulfide gas), and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata and conducting secondary recovery operations, laying pipelines, storing oil, building tanks, power stations, roads, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products and other products manufactured therefrom, and all other rights and privileges necessary, incident or convenient for the economical operation of said lands, alone or conjointly with neighboring lands, the following described premises, situate in Township 30 North, Range 113 West 6th PM, County of Sublette, State of Wyoming, to wit:

Section 19: Lot 4

Section 30: Lots 1,2,3, E½NW¼, NE¼SW¼, W½E½

containing 455.34 acres, more or less, hereby releasing all rights under and by virtue of the Homestead Exemption Laws of said state.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ five (5) (10) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is or can be produced from said lands or land with which said land is pooled by the lessee.

3. The royalties to be paid by lessee are: (a) on oil, and other than liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected, or lessee, at its option, may pay to lessor for such one-eighth (1/8) royalty, the market price at the well for oil of like grade and gravity prevailing at the time of production; (b) on gas, including casinghead gas and all gaseous substances 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 mouth of the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; and (c) at any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any government authority) and such well or wells are shut in before or after production therefrom, lessee and any assignee hereunder may pay or tender an advance annual royalty equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payment or tender, and if such payment or tender is made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities during any annual period for which such royalty is paid or tendered. Such advance royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals. Royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment. When there is a shut-in gas well or wells on the leased premises, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period lessee or any assignee hereunder may commence or resume the payment or tender of the advance royalty as herein provided.

4. If operations for the drilling of a well are not commenced on said lands on or before one (1) year from the date hereof this lease shall terminate unless the lessee shall, on or before one (1) year from the date hereof, pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney

Bank at Big Piney, WY 83113

or its successors, which bank, or its successors, shall be the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of ownership in said lands or in the oil and gas, or in the rentals to accrue thereunder, the sum of Four Hundred Fifty-five and 34/100 --- Dollars ($455.34) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for the further period of one (1) year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check of lessee, or any assignee thereof, mailed to the post office address of the lessor as hereinabove set forth or delivered on or before the rental paying period. Provided, however, the lessee shall be granted a thirty (30) day grace period within which to make such payments and this lease shall not be forefeited if such payments are made within said thirty (30) day grace period after the time for payment as provided in this paragraph. If at any time more than six persons shall be entitled to participate in the rentals or royalties hereunder, lessee at its election may pay all rentals and royalties thereafter accruing, to the credit of this lease in the depository bank last designated by lessor as herein provided, or lessee may withhold payment unless and until such persons shall designate, in a recordable instrument to be filed with the lessee, a common agent or trustee to receive all payments hereunder, and to execute and deliver rental receipts, division orders and/or transfer orders on behalf of said persons and their respective successors in interest.

5. If prior to discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or on land pooled therewith lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, the production hereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than sixty (60) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

6. Lessee may use oil, gas or water found on said lands free of cost, for operating purposes, but not water from lessor's wells; lessor to have free gas for stoves and inside lines in the principal dwelling house on said lands from any well thereon producing gas only, by making his own connections therewith, the use of such gas to be at the sole risk and expense of the lessor. Gas, including casinghead gas and residue gas, produced from any oil or gas well unavoidably lost, or which may be used by the lessee in any process for recovering oil or other liquid hydrocarbons from the leased premises, or returned to the ground, whether through wells located on the leased premises or elsewhere, shall not be deemed to have been sold or used off the premises within the meaning, express or implied, of any part of this lease. When requested by lessor, the lessee shall bury its pipelines below ordinary plow depth, and also pay damages caused by its operations to cultivated agricultural crops on said land. No well shall be drilled within two hundred (200) feet of any residence or barn now on said premises, without the consent of the lessor. Lessee shall have the right at any time during or within a reasonable time after the expiration, or other termination of this lease, to remove all machinery, fixtures, houses, buildings, and any and all structures, placed on said premises, including the right to draw and remove all casing.

7. The rights of either party hereunder may be assigned in whole or in part, 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 such change or division in the owner-

ship of the land, rentals or royalties shall be binding upon lessee for any purposes until sixty (60) days after such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between 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. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligation hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

8. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. 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.

9. 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 government agency by executing the same upon request of lessee.

10. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee, at its option, may pay and discharge any judgments, taxes, mortgages, or other liens on or against the above-described lands, and may also redeem said lands for and on behalf of the lessor or lessee, and in the event lessee 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 judgment, tax, mortgage, or other lien, any royalty or rentals accruing hereunder. The lessee may become purchaser at any and all tax or foreclosure sales of the above lands. Lessor agrees to pay one-eighth (1/8) of all taxes of whatsoever kind or character now or hereafter levied by any duly constituted taxing authority and upon the oil, gas, and other hydrocarbons produced from the premises hereinabove described, but the lessee shall have the right to pay such tax and to deduct the lessor's proportionate share thereof from any royalty payments accruing hereunder. In case the lessor owns a less interest in the above-described premises than the entire and undivided fee simple mineral estate therein, then the royalties and rentals in this lease provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

11. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and the 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 is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. This lease shall not be terminated, forfeited or cancelled for failure by lessee to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have been first finally and judicially determined that such failure or default exists, and thereupon lessee shall be given a reasonable time thereafter to correct any default so determined, or at lessee's election, it may surrender the lease with option of reserving under the terms of this lease each producing well and ten (10) acres surrounding it as selected by lessee, together with the right of ingress and egress thereto. Lessee shall not be liable in damages for breach of any implied covenant or obligation.

13. Lessee may at any time surrender this lease as to all or any part of the lands or minerals covered hereby, by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable herunder shall be reduced proportionately. All lands leased shall remain subject to easement for rights-of-way necessary or convenient for lessee's operations on land retained by it.

14. The provisions of this lease shall be construed as covenants running with the land, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this lease, which may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document, is executed as of the day and year first hereinabove written.

Witness:

x Robert A Springman
Robert A. Springman

x Wilda Springman
Wilda Springman

UTAH ACKNOWLEDGEMENT

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 19____, personally appeared before me _____ _____, the signer_____ of the above instrument. who acknowledged to me that_____ executed the same.

Given under my hand and seal this_____day of_____, 19____.
My Commission Expires:

_____ _____
Notary Public

COLORADO+WYOMING ACKNOWLEDGEMENT

STATE OF WYOMING }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 16th day of July, 19 74 by Robert A. Springman and Wilda Springman

WITNESS my ha[redacted]ial seal. [redacted] — Notary Public
My Commission E[redacted]

TATLOCK'S [redacted] Mid-Continent Associa[redacted]
Form No. 151 8

(This Space Reserved for Filing Stamp) [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW RESOURCES, INC.
515 Lakeside National Bank Building
Denver, Colorado 80212

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto OIL AND GAS FUTURES, INC. OF TEXAS
2200 S. Post Oak Road
Houston, Texas
100% of assignor's right, title and

(hereinafter called Assignee) interest in and to the oil and gas lease dated May 16, 19 74, from Robert W. Sievers, as Trustee for the use and benefit of Bonnie Ekens, a/k/a Bonney Ekens and Michael Warren, a/k/a Mike Warren
P.O. Box 103, Pinedale, Wyoming 82941, lessor, to Rainbow Resources, Inc., lessee, recorded in book 50 O & G, page 594 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 31 North, Range 111 West, 6th P.M.
Section 25: NE¼SW¼, S½SW¼, SW¼SE¼

144024

RECORDED August 5, 19 74 9:00 A M
IN BOOK 50 Oil + Gas PAGE 696
FEES $ 2.50 Anne L Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou J. Ursta Deputy

of Section ** Township ** Range ** and containing 160.00 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 5th day of July, 19 74

ATTEST:
Assistant Secretary

RAINBOW RESOURCES, INC.
Charles A. Shear, Vice-President

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ 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 official seal the day and year last above written.

My commission expires _____

_____
Notary Public

STATE OF COLORADO }
COUNTY OF JEFFERSON } ss. CORPORATION ACKNOWLEDGMENT

On this 5th day of July 19 74, before me the undersigned, a Notary Public in and for said county, personally came Charles A. Shear, Vice President of the Rainbow Resources, Inc. to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Vice/ Rainbow Resources, Inc., and that the Corporate seal of the said Rainbow Resources, Inc. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Wheat Ridge in said county the day and year last above written.

My commission expires July 2, 1978

Christina L. Skraibits
Christina L. Skraibits Notary Public

Vice

Sublette Flats Prospect #230-WY-2384

Producers K 88

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 9th day of July, 19 74
by and between
John Schneider and Erika L. Schneider, husband and wife
1167 Navajo, Salt Lake City, Utah 84104

, hereinafter called lessor (whether one or more) and
Eagle Exploration Company, P. O. Drawer 520, Casper, Wyoming 82601, hereinafter called lessee.

WITNESSETH, That the said 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

Township 29 North, Range 114 West, 6th P. M.

Section 2: $W\frac{1}{2}SW\frac{1}{4}$
Section 3: $N\frac{1}{2}SE\frac{1}{4}$

and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from July 9, 1974 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

First. The lessee shall deliver to the credit of 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 buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of July, 19 75, 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
Walker Bank Bank at Salt Lake City, Utah
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of
One Hundred Sixty and No/100 ($160.00) - 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges 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. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. 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 person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, 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 payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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 the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

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

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the 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 have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

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 or assigns, but 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 certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance [redacted] now or hereafter existing act, bill o[redacted] purporting to be enacted by any Fed[redacted]ate legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

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 redeem for lessor, by payment, 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL)
(SEAL)
(SEAL)
(SEAL)

John Schneider (SEAL)
John Schneider (SEAL)
Erika L. Schneider (SEAL)
Erika L. Schneider (SEAL)

STATE OF Utah
COUNTY OF Salt Lake } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 19 74, personally appeared John Schneider and Erika L. Schneider, 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 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 7/9/78

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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
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.

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

Notary Public.

(SEAL)

My Commission expires

144042

This instrument was filed for record on the 6th day of August 1974, at 9:02 o'clock A M., and duly recorded in Volume 50 Oil & Gas Page 697 of the records of this office.

Anne R Clark
County Clerk.

By: Doris J Clarke
Deputy.

When recorded return to