ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-45881

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Allan R. Hallock
1140 Petroleum Club Bldg.
Denver, Colorado 80202
, 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
Georgia D. Larson	787 Glencoe Denver, Colorado 80220	1/2 of 1%

144104

RECORDED August 12 19 74 9:00 A M
IN BOOK 57 Oil & Gas PAGE 1
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy J. Yorke Deputy

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

Township 30 North, Range 115 West, 6th PM
Section 4: Lots 1,2,3,4, S/2 N/2, S/2

Township 31 North, Range 115 West, 6th PM
Section 33: All

Containing 1287.76 acres, more or less.

WITNESS our hands this 10th day of July, 19 74

Witnesses:

R. L. Larson

Allan R. Hallock
ALLAN R. HALLOCK

STATE OF COLORADO
CITY &
COUNTY OF DENVER } ss.

On the 10th day of July, 19 74, before me personally appeared Allan R. Hallock the signer of the above instrument, who duly acknowledged to me that he executed the same.

R. L. Larson
Notary Public

My commission expires:

Residing in Evergreen, Colorado

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: Assignee:

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted] ASSIGNMENT OF OIL AND GAS LEASE [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Pacific Transmission Supply Company, 245 Market Street, San Francisco, California 94105, 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 Chorney Oil Company, 401 Lincoln Tower Building, Denver, Colorado 80203, Assignee, an undivided twenty five percent (25%) interest in and to the oil and gas lease dated June 24, 1974, from Monte Norris, Lessor, to Pacific Transmission Supply Company, Lessee, recorded in book 50, page 596, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 31 North, Range 113 West, 6th PM
Sec. 19: Lots 2 (42.35) & 4 (42.66), E½SW¼, S½SE¼
Sec. 30: NE¼NW¼, N½NE¼
Township 31 North, Range 114 West, 6th PM
Sec. 23: SE¼NE¼
Sec. 24: NW¼, S½NE¼, N½SE¼, SE¼SE¼

containing 765.01 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

EXECUTED this 8 th day of July, 1974

Attest:

Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

E H Winsor
Manager of Mineral Leases

144174

RECORDED August 15 1974 9:00 A M
IN BOOK 54 Misc Rec PAGE 3
FEES $2.00 Leona R Clark COUNTY CLERK
SUBLETTE COUNTY [illegible] WYOMING

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this tenth *day of* JULY, *in the year 19*74, *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
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 - CALIFORNIA
[illegible] County of
SAN FRANCISCO
[illegible] MAY 14, 1976

Notary Public in and for the Marion L. Kinney

City and *County of* SAN FRANCISCO, *State of California*

My Commission Expires May 14, 1976

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1230 Denver Club Building, Denver, Colorado 80202 hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

PAUL MESSINGER, an individual
AND
MARLIS E. SMITH, an individual
Both of Denver, Colorado

hereinafter called Assignee, whether one or more, overriding royalty interests to each of the Assignees as set forth on Exhibit "A" attached hereto and made a part hereof, being their designated interests of all oil, gas and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, insofar as said leases respectively cover the land specifically described in Exhibit "A" opposite the separate designations of said leases.

If the oil and gas leases herein described cover less than the entire undivided mineral estate in the herein described lands, then the overriding royalty herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to the Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 24th day of May, 1974.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 24th day of May, 1974, before me, a Notary Public in and for said County and State, came the above named Marvin Davis who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

Witness my hand and official seal on the day and year last above written.

My Commission Expires:
April 8, 1978

_____
Notary Public

144175

RECORDED August 15 74 2:00 P M
IN BOOK 51 Oil & Gas 4
FEES $ 5.25 Lucile R Clark CITY CLERK

EXHIBIT "A"

SUBLETTE COUNTY, STATE OF WYOMING

S E NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	DATE	DESCRIPTION
-2682	USA W-807-A	PAUL MESSINGER MARLIS E. SMITH	2% 1%	9-1-66	T. 31 N., R. 113 W., 6th P.M. Sec. 14: S/2SE/4 Sec. 24: N/2NW/4, SW/4NW/4, NE/4SW/4
-2682-1	USA W-807-B	PAUL MESSINGER MARLIS E. SMITH	2% 1%	9-1-66	T. 31 N., R. 113 W., 6th P.M. Sec. 24: SE/4NW/4, NW/4SW/4
-4812	USA W-34971	PAUL MESSINGER MARLIS E. SMITH	.675% .450%	6-1-72	T. 32 N., R. 113 W., 6th P.M. Sec. 10: S/2NE/4, SE/4NW/4, E/2SW/4, N/2SE/4 Sec. 15: S/2NE/4, NE/4NE/4, NW/4NW/4, SE/4
-4752	USA W-0312263	PAUL MESSINGER MARLIS E. SMITH	1% .5%	3-1-65	T. 35 N., R. 114 W., 6th P.M. Sec. 7: Lots 1, 2, 3, 4, E/2, E/2W/2 Sec. 8: NW/4 Sec. 18: Lots 1, 2, 3, 4, E/2W/2 Sec. 20: All Sec. 29: W/2
-4751	USA W-0310159	PAUL MESSINGER MARLIS E. SMITH	1% .5%	9-1-64	T. 36 N., R. 115 W., 6th P.M. Sec. 33: All Sec. 34: All Sec. 35: All Sec. 36: All

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ Gary W. Brandt
5121 Sagebrush - Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 74-30706,
and covering land situate in Sublette County, Counties, described as follows:

Township 28 North, 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 or more---------- Dollars
($ 10.00 +) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
A. G. Andrikopoulos, a single man, P. O. Box 788
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 106 West, 6th P.M.
Section 16: All

4903786

4903786

and containing 640.00 acres, more or less, reserving, however, unto assignor One-Fourth of One Percent
(¼ of 1%) of One Hundred Percent (100%) Overriding Royalty.

TO HAVE AND TO HOLD unto the said A. G. Andrikopoulos, a single man, 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 June, 1974.

~~144223~~ 144-223
WITNESS:

RECORDED August 19, 1974 9:00AM
IN BOOK 51 Oil & Gas PAGE 6
FEES 2.00 Laura L Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL) by Lois J. Yake Deputy

Gary W. Brandt
GARY W. BRANDT — Assignor-Lessee

By _____ — President

Attest: _____ — Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of WYOMING
County of LARAMIE } ss.

On this 14th day of June, A. D. 1974, before me personally appeared Gary W. Brandt 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.

GALE O. KELLY - NOTARY PUBLIC
County of Laramie Wyoming
My Commission Expires May 17, 1975

Witness my hand and seal this 14th day of June, A. D. 19 74
(SEAL)
My Commission expires: May 17, 1975

Gale O. Kelly
Notary Public
Gale O. Kelly

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 9, 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 [redacted] and signed copies forwarded to Co[redacted]ner of Public Lands in duplicate, as one copy is retained for the office [redacted]

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 74-30706,
and covering land situate in Sublette County, Counties, described as follows:

4903786
1-07X6

Township 28 North, Range 106 West, 6th P.M.
Section 16: All

File 4903786

and containing 640.00 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 28 North, Range 106 West, 6th P.M.
Section 16: All

144224

RECORDED August 19 1974 9:00 AM
IN BOOK 51 Oil & Gas PAGE 7
FEES 2.00 Anna K. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lois J. Clarke 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 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 640.00 acres, more or less, reserving, however, unto assignor Five Percent (5%) of One Hundred Percent (100%) overriding royalty, ~~including all existing overriding royalties owned by third parties against the leasehold estate.~~

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 26th day of June 1974

WITNESS:

Social Security No: 520-30-2123

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 26th day of June, A. D. 1974, 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 26th day of June, A. D. 1974.

(SEAL)

Estelle C. Haefele
Notary Public

My Commission expires: July 15, 1975

Assignment approved by Board of Land Commissioners: August 8, 1974 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: August 9, 1974

Fee for processing this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form will be furnished and [illegible] copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained [illegible]

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 12-26903,

and covering land situate in Sublette County, Counties, described as follows:

Township 35 North, Range 108 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 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:

1-07X6-4903827

File 4:4903827

Township 33 North, Range 108 West, 6th P.M.

Section 16: 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 14th day of June, 1974

144225

WITNESS:

Maurice W. Brown
Assignor-Lessee

RECORDED August 19 1974 9:00 A.M.
IN BOOK 51 Oil & Gas PAGE 8
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL)
By Lois J. Lake Deputy

By
President

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 14th day of June, 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.

Witness my hand and seal this 14th day of June A. D. 1974.

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

(SEAL)

My Commission expires:

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: August 8, 1974 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: August 6, 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

pb

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.

10

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Maurice L. 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 72-9428, and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 113 West, 6th P.M.

Section 1: Lots 1, 2, SW¼SE¼
Section 12: N½NE¼, SW¼NE¼

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 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 1: Lots 1, 2, SW¼SE¼
Section 12: N½NE¼, SW¼NE¼

1-07X6-4903828
File 4903828

and containing 240.00 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 14th day of June, 1974.

WITNESS: 14226

Maurice W. Brown
Assignor-Lessee

RECORDED August 19 1974 7:00 A M
IN BOOK 5 Oil & Gas PAGE 10
FEES 3.00 Anne K. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL) By Lois J. Lake Deputy

By _____
President

Attest: _____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 14th day of June, 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 14th day of June, 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: August 8, 1974 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: August 6, 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 [redacted]

[redacted] [redacted] [redacted]

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.

Mid-Continent Association W. Reassign.

601

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

ASSIGNMENT OF OIL AND GAS LEASE

144383

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW RESOURCES, INC. ET AL

(hereinafter called 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 TIPPERARY CORPORATION

1702 Mercantile Dallas Building, Dallas, Texas 75201

(hereinafter called Assignee), 100% right, title and interest in and to the oil and gas lease dated ____, 19__, from SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, Lessor, to ____, Lessee, recorded in book ____, page ____, insofar as said lease covers the following described land in ____ County, State of ____

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

of Section ____, Township ____, Range ____, and containing ____ acres more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used 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; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of five percent of eight-eighths (5% of 8/8ths) including 3.125% overriding royalty previously reserved of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 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. 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.

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

This instrument was filed for record on the 29th day of August, 1974, at 9:55 o'clock A M., and duly recorded in book 5108 Page 13 of the records of this office.

#7.00

Anne R. Clark By Linda J. Yake Deputy
Register of Deeds.

When recorded
Return to ____

EXECUTED, THIS 15th day of June, 19 74
without warranties of any kind.

ATTEST:

Asst. Secretary

RAINBOW RESOURCES, INC. (Seal)

By: (Seal)
Charles A. Shear, Vice President
515 Lakeside National Bank Bldg. (Seal)

ATTEST:

WANDA HUTSON, ASSISTANT SECRETARY ~~Secretary~~

OIL AND GAS FUTURES, INC. OF TEXAS

By:
J. F. DOUGHERTY - CHAIRMAN ~~President~~
2200 South Post Oak Road
Houston, Texas 77027

ATTEST:

Secretary

PINEDALE CORPORATION

By:
President

60 Broad Street
New York, New York 10005

W. G. PEAVY
1300 - 211 North Ervay Building
Dallas, Texas 75201

ATTEST:

D. E. Ewing, Secretary Secretary

TERRA RESOURCES, INC.

By:
Jack van Wyke, President President
5416 South Yale Avenue
Tulsa, Oklahoma 74135

ATTEST:

K. Marie Benston
Asst. Secretary

PETROLEUM RESOURCES COMPANY

By:
Sigved Sampson Executive Vice President ~~President~~
P.O. Box 1111
Cushing, Oklahoma 74023

STATE OF .....
COUNTY OF .....
} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of..... 19..... , personally appeared .....

_____

and_____

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

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

My Commission Expires..... .....

.....
Notary Public.

State of _____
County of _____
} ss.

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

_____

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

State of Colorado
County of Jefferson
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 15th day of June A. D. 19 74, before me personally appeared Charles A. Shear, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Rainbow 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 Charles A. SHear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of June, A. D. 19 74

(SEAL)

Notary Public.

My Commission expires May 11, 1975

No.....

FROM

TO

Dated.....

No. Acres.....

.....County.....

Term.....

This instrument was filed for record on the.....

day of.....19....., at

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

.....

.....

.....

SPIEGEL BLUE PRINT CO., CASPER, WYOMING

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated June 15, 1974, from Oil and Gas Futures, Inc. of Texas et al, Assignors, to Tipperary Corporation, Assignee.

Oil and Gas Lease dated April 8, 1967, from J. T. McLoughlin, also known as James T. McLoughlin, and Alice P. McLoughlin, husband and wife, lessors, to Erving Wolf, lessee, recorded in Book 41, Page 342, insofar and only insofar as said lease covers the following described lands in Sublette County, Wyoming:

Township 35 North, Range 111 West, 6th P. M.
Section 32: NE¼, NW¼SE¼
Section 33: NW¼, E½SW¼, less all of the East thirty (30) feet of the E½W½

Containing 436.36 acres, more or less

Oil and Gas Lease Dated April 17, 1967, from Mildred Mickelson Miller, also known as Mildred M. Miller, and Robert L. Miller, her husband, lessors, to Erving Wolf, lessee, recorded in Book 41, Page 336, insofar and only insofar as said lease covers the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P. M.
Section 25: SE¼, E½SW¼, W½SW¼

Containing 320.00 acres, more or less

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 10th day of July, 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 ~~President~~ 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 July, 1974.

GWEN HUGHEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Gwen Hughen
Notary Public

My commission expires:

STATE OF NEW YORK)
) ss.
COUNTY OF NY)

On this 14 day of Aug., 1974, before me personally appeared Kenneth Edelstein, to me personally known, who, being by me duly sworn, did say that he is the Vice President of PINEDALE 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 Kenneth Edelstein acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14 day of August, 1974.

BRUCE D. TYLER
Notary Public, State of New York
No. 02-5405030
Qualified in Suffolk County
Commission Expires March 30, 1976

Bruce D. Tyler
Notary Public

My commission expires:

STATE OF TEXAS)
) ss.
COUNTY OF Dallas)

On this 23rd day of July, 1974, 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 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.

Eleanor Randell
Notary Public

My commission expires: 6-1-75

STATE OF OKLAHOMA)
)ss.
COUNTY OF Tulsa)

On this 25th day of July, 1974, 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 25th day of July, 1974.

My commission expires: 7-20-76

Patricia A. Hollen
Notary Public

STATE OF ~~OKLAHOMA~~ Minnesota)
) ss.
COUNTY OF Hennepin)

On this 2nd day of August, 1974, before me personally appeared Lowell Simpson, to me personally known, who, being by me duly sworn, did say that he is the Ex. Vice President of PETROLEUM RESOURCES 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 Lowell Simpson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of August, 1974.

DOROTHY A. PICHE'
Notary Public, Hennepin County, Minn.
My Commission Expires Dec. 28, 1976

My commission expires:

Dorothy A. Piché
Notary Public

ASSIGNMENT 183501-500 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 it's 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 12 day of June 1974.

CONTINENTAL OIL COMPANY

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 12 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.

144402

RECORDED August 30 1974 2:00 PM
IN BOOK 51 Oil & Gas PAGE 19
FEES $ 7.25 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Lois J. Clarke 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
183501-500	Noble Brothers, Inc.	6-7-72	Township 36 North, Range 110 West Sec. 9: SENE, N/2SE Sec. 10: SWNW Sec. 20: NWNE, E/2NW, NESW	320.00	48	[illegible]
183503-500	John R. Buyer, et ux	6-3-72	Township 37 North, Range 110 West Sec. 19: SESE Sec. 20: S/2SW Sec. 28: S/2NW, SWNE, SW, W/2SE Sec, 29: NE, N/2NW, SENW, E/2SE, NWSE Sec. 30: E/2NE Sec. 32: SWSE, E/2E/2 Sec. 33: W/2NW, SENW	1,280.00	480	583
183504-501	Robert G. Lozier et ux	6-3-72	Township 35 North, Range 110 West Sec. 5: Lot 2 (39.02 AC) SWNE Township 36 North, Range 110 West Sec. 28: Tr. A: W/2W/2, Sec. 29: E/2, E/2NW, S/2SW Sec. 32: SESW, W/2E/2, NWNW, SENE, NESE, E/2 NW, NESW Sec. 30: SESE Sec. 31: NENE	1,239.00	48	345
183505-500	W.D. Alexander et ux	6-3-72	Township 35 North, Range 110 West Sec. 5: W/2SE	80.00	480	585
190737-501	Abner L. Hecox et ux	6-9-72	Township 37 North, Range 110 West Sec. 13: SW, W/2SE, SESE Sec. 14: SESE Sec. 24: NWNE, N/2NW, SWNW, W/2SW Sec. 25: NWNW Sec. 26: NENE	640.00	48	453

20

ASSIGNMENT 184391-300

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 SUPPIY COMPANY, 245 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

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 December 8, 1969 by Rex Wardell et ux, to Voyager Petroleums, Inc., lessee, and recorded in the county records of Sublette County, Wyoming, in Book 44, Page 581, covering the following described lands:

Township 36 North, Range 110 West, 6th P.M.

Section 30: SW¼NE¼, W½SE¼
Section 31: NW¼NE¼

Containing 160 acres, more or less.

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 1974.

CONTINENTAL OIL COMPANY

By J W McReynolds
J. W. McREYNOLDS
Attorney in Fact

RECORDED August 30 1974 9:00 A M
IN BOOK 51 Oil & Gas PAGE 21
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lois J Lyke Deputy

144403

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

On this 12th day of June 1974, 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

21

ASSIGNMENT Lease No. 183509-501 etal

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 12th day of June 19 74.

CONTINENTAL OIL COMPANY

BY J W McReynolds
J. W. McREYNOLDS
Attorney-in-Fact

3c
9 15

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 12th day of June, 19 74.

Margery P. Rutledge
Notary Public in and for Kay County, Oklahoma

Margery P. Rutledge
Notary's Name

My commission expires August 9, 1975.

Ponca City, Oklahoma
Notary's Residence

144405

RECORDED August 30 19 74 9:00 AM
IN BOOK 51 Oil & Gas PAGE 22
FEES $ 4.50 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lisa J. Yake Deputy

CONOCO

Continental Oil Company

Lease Schedule

Exhibit "A", Page 1

State of WYOMING

County of SUBLETTE

Lease No.	Lessor	Date	Description	Acres	Recorded Book	Page
183509-501	Roxie L. Dew	9-15-72	Township 37 North, Range 110 West Section 21: SE/4SE/4 Section 22: S/2SW/4 Section 26: S/2NW/4, SW/4NE/4, NW/4SE/4, SW/4 Section 27: NW/4NW/4, E/2NE/4, SE/4 Section 34: N/2NE/4	800.00	480	[redacted]
183522-300	Lester Pape, et ux	9-17-69	Township 36 North, Range 111 West Section 2: Lots 3,4, S/2NW/4, SW/4NE/4, NE/4SW/4 Section 3: Lot 1, SE/4NE/4	302.94	44	164
183523-301	William Bloom, et ux	9-17-69	Township 36 North, Range 110 West Section 5: Lots 2,3,4, SW/4NE/4, NW/4SE/4,SW/4 Section 6: SE/4NE/4, E/2SE/4 Section 18: Lots 3,4, E/2SW/4 Township 37 North, Range 110 West Section 35: S/2NE/4, N/2SE/4, SW/4SE/4	786.00	44	162
183523-302	Thomas L. Kitchen	9-17-69	Same as description above	786.00	44	160

13-77S 2-72

No. 950C.—Bradford-Robinson Printing Company, 1824-46 Stout Street, Denver, Colorado
FORM 6S UNIT—WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of May, 19 74, by and between Mayme E. Devine, formerly Mayme Ball Daniel, Wyoming, party of the first part, hereinafter called lessor (whether one or more) and Belco Petroleum Corporation, 630 Third Avenue, New York, N. Y. 10017, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of ---Ten and More---------- Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 112 West
Section 21: SE/4

Containing 160.00 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) 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 (⅛) 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 (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in First National Bank at Kemmerer, Wyoming or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of One Hundred Sixty and No/100 ($160.00) 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 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. 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 paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the terms of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the lease premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment 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 payments which may fall due under this lease may be made to Mayme E. Devine one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All 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 sufficent 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 lessees.

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.

Mayme E. Devine
MAYME E. DEVINE

Raymond C. Devine

R I D E R

22. It is understood and agreed that leased premises are embraced within an unpatented mining claim of which the lessor is the successor to the locators. In the event a patent to said claim issues during the term hereof, lessee shall pay lessor additional bonus consideration in the sum of $480.00.

23. Lessor agrees to perform properly the assessment work required by the mining laws for the year ending June 30, 1974 and to record the prescribed affidavit so evidencing. Lessee agrees, subject to the right of surrender, to perform properly the assessment work so required and to record the prescribed affidavit for the ensuing years during the term hereof.

24. In addition to the general provisions of the within lease relative to unitization, lessors specifically agree to commit all lessor's interests in the lease premises to the McDonald Draw Unit Agreement, if the lessee so requests.

The foregoing rider is attached to and made a part of that certain oil and gas lease between Mayme E. Devine and Belco Petroleum Corporation, dated May 10, 1974.

ACKNOWLEDGMENT

STATE OF Idaho }
County of Twin Falls } ss.

On this 23rd day of May, 19 74, before me personally appeared Mayme E. Devine Raymond A. Devine to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 23rd day of May, 19 74.

My Commission Expires 6-14-76

Notary Public.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Idaho }
County of Twin Falls } ss.

On this 23rd day of May, 19 74, before me personally appeared Mayme E. Devine Raymond A. Devine to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 23rd day of May, 19 74.

My Commission Expires 6-14-76

Notary Public.

MONTANA ACKNOWLEDGMENT

STATE OF }
County of } ss.

On this day of, 19, before me a notary public, personally appeared

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

Witness my hand and official seal.

My Commission Expires Notary Public within and for the State of

Residing at

No. 144419

OIL AND GAS LEASE

FROM

TO

State of Montana }
Lincoln } ss.
County

This instrument was filed for record on the 3rd day of September, 19 74, at 9:00 o'clock, A M., and duly recorded in Book 57 of R, Page 34, of the records of this office.

Clerk

County Clerk—Register of Deeds.

By Deputy.

When recorded return to

8-65 THE BRADFORD-ROBINSON PTG. CO., DENVER

COLORADO ACKNOWLEDGMENT

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.

P. O.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W–44282

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

144478

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

RECORDED September 4 19 74 11:45 AM
IN BOOK 51 Oil & Gas PAGE 27
FEES $4.00 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)* April 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)*

TOWNSHIP 27 NORTH – RANGE 111 WEST, 6th P.M.:
Section 6: Lots 1,2,3,4, E½W½
Section 7: Lots 1,2,3,4, E½W½

Containing 540.84 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)* Five percent of eight-eighths (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 May, 19 74

ATTEST:

(Assignor's Signature)

Wendell E. Haley, Sec. – Treas.

TRANSCONTINENT OIL COMPANY

By:

(Assignor's Address)

Charles C. Hughes, President
1050 First National Bank 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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1974

By
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 29 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

61692

FOR CLAIMANT

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee shall incur no liability for its failure to comply with the foregoing.

[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.

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.

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 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)

Name
Street
City
State
Zip Code

Mildred H. LaCoy
P. O. Box 2167
Cheyenne, WY 82001

W 44282
(Serial Number)

This lease is subject to the determination [illegible]

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 27 N, R 111 W, 6th Prin Mer, WY

Sec 6: Lots 1, 2, 3, 4, E½W½
7: Lots 1, 2, 3, 4, E½W½

144479

RECORDED September 4 1974 11:45 AM
IN BOOK 51 Oil & Gas PAGE 30
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lucy Lake Deputy

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of **540.84** acres	Annual Rental . . . . . $ **270.50**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1974

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

March 29, 1974
(Date)

[redacted] 611692 [redacted] [redacted]

LEAS[redacted]RMS

[redacted] essee is granted the [redacted] for the purpose of prospecting for, mining, extracting, removing, and disposing 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 the penal sum 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 (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 fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, or to the order of the Bureau of Land Management at the places specified 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) *Records, reports for inspection of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than [redacted] 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 such [redacted] contract or other arrangement shall be consistent with the requirements 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 reasonable minimum value established in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, books 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 all [redacted] improvements on the leased lands; and [redacted] to shareholders, investments, depreciation and other expenditures and taxes; and to keep an accurate record of all [redacted] and costs.

(h) *Log of wells.*—To keep a daily drilling record, a [redacted] 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 thereafter, 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, livestock, 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 [redacted] the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove [redacted] of debris, and as 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 [redacted] with 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 7.12(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.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

G-136219

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-26580

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Davis Oil Company
1230 Denver Club Building
Denver, Colorado 80202

144487

1.

RECORDED September 5 1974 9:00 A M
IN BOOK 51 Oil & Gas PAGE 32
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou J. Yake Deputy

The undersigned, as owner of 50% percent of record title of the above-designated oil and gas lease issued effective *(date)* January 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)*

E/2 Sec. 23 and N/2, N/2 SW/4, SE/4, SE/4 SW/4
Sec. 24; all in T35N, R115W, 6th P.M.
Sublette County, Wyoming
(Subject to Agreement and Assignment of Operating Rights dated November 15, 1971)
(Subject to reassignment clause in previous assignment)

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.)* 9% ORRI

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3½% ORRI

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, 1973
PHILLIPS PETROLEUM COMPANY

Evidence of Authority of Attorney in Fact is filed in 6-09534 and such authority is still in effect.

By: [signature]
(Assignor's Signature)
Attorney-in-Fact

Bartlesville, Oklahoma
(Assignor's Address)

(City) (State) 74004 (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:

APPROVED AS TO RECORD TITLE ONLY
SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1973

By [signature]
Chief, Oil & Gas Section
(Authorized Officer)

JAN 2 1974

REQUEST FOR APPROVAL
ON FILE W-26580

[redacted] (Title) [redacted] (Date)

NOTE: [redacted]rm may be reproduced provided that copi[redacted]act reproductions on one sheet of both s[redacted]his official form

[redacted] PART [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.

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.

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:
1972-782-198/199 Region 3

ASSIGNMENT OF OPERATING RIGHTS

Lease Serial Numbers:
W-084827-A
W-26873
W-26580

The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above designated Oil and Gas Leases, does hereby transfer and assign to:

DAVIS OIL COMPANY, a Partnership
1230 Denver Club Building
Denver, Colorado 80202

The below specified interest in and to the said Operating Rights insofar as said rights pertain to:

TR I from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4NW/4 Section 25-35N-115W, 6th P.M.);

TR II All depths below the last above described depth.

1. Lands affected by this Assignment:

A) W-084827-A — Township 35 North, Range 115 West 6th P.M.
Section 25: All

B) W-26873 — Township 35 North, Range 115 West 6th P.M.
Section 23: W/2

C) W-26580 — Township 35 North, Range 115 West 6th P.M.
Section 23: E/2
Section 24: N/2, N/2SW/4, SE/4, SE/4SW/4

2. Operating Rights Interest of Assignor in above described lands:

TR I - 25%
TR II - 50%

3. Extent of Operating Rights Interest herein conveyed to Assignee:

TR I - 25%
TR II - 50%

4. Overriding royalty production payments reserved herein to Assignor: (Percentage only) A) 9%; B) 7.5%; C) 9%.

5. Overriding royalties or production payments previously reserved: (Percentage only) A) 3.5%; B) 5%; C) 3.5%.

IT IS UNDERSTOOD AND AGREED that this assignment of operating rights 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 undersigneds knowledge and belief.

EXECUTED this 22nd day of April, 1974.

R. A. Wolgast
Attorney-in-Fact
For Phillips Petroleum Co.
Power of Attorney is
Still in Effect and Filed
in W-092534

PHILLIPS PETROLEUM COMPANY

By R A Wolgast
Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of April, 1974, By R. A. Wolgast, Attorney in Fact for Phillips Petroleum Co.

Witness my hand and official seal:

My Co[redacted]on expires: [redacted] Ella M[redacted]

144188

RECORDED September 5 1974 9:00 A M
IN BOOK 51 Civil Status PAGE 34
FEES $ 2.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lois L Yurko Deputy

June 19, 1974

Pacific Transmission Supply Company
245 Market Street
San Francisco, California 94105

Gentlemen:

RE: Lookout Mountain Area
Township 35 North, Range 115 West
Sublette County, Wyoming

Phillips Petroleum Company has executed assignments to Davis Oil Company of an undivided 50% record title interest and of its operating rights consisting of a 25% interest from the surface down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde Formation and of a 50% interest in all depths below said depth in and to the following Federal oil and gas leases insofar as they pertain to the lands described as follows:

W-084827-A — Township 35 North, Range 115 West, 6th P.M.
Section 25: All

W-26873 — Township 35 North, Range 115 West, 6th P.M.
Section 23: W/2

W-26580 — Township 35 North, Range 115 West, 6th P.M.
Section 23: E/2
Section 24: N/2, N/2SW/4, SE/4, SE/4SW/4

Phillips Petroleum Company hereby covenants and agrees that its reservation of overriding royalty as to both of said assignments is limited to a total of nine percent (9%) and that such reservation does not apply to the operating rights consisting of a 25% interest from the surface down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde Formation previously assigned by Phillips Petroleum Company to Tenneco Oil Company.

Yours very truly,

PHILLIPS PETROLEUM COMPANY

By R. W. Leonard

144489

RECORDED September 5 19 74 9:00 A M
IN BOOK 51 Oil & Gas PAGE 35
FEES $3.00 Anne R Clarke COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Lois J Yake Deputy

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of July, 1974, by R.A. WOICAST, as Attorney-in-Fact for Phillips Petroleum Company. Witness my hand and official seal.

Notary Public

My commission expires:

12/11/76

Form 3106 [redacted]
(February [redacted]
FACSIMILE REPRODUCTION by Taylock, Inc., Denver - 256-1681

UNITED STATES
DEPARTMENT OF THE INT[redacted]
BUREAU OF LAND MANAGEMENT

FOR[redacted]OVED
OMB [redacted]R1509

Serial No. W-26580

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

PACIFIC TRANSMISSION SUPPLY CO.
245 Market St
San Francisco, California 94105

144490

RECORDED September 5 19 74 9:00 A M
IN BOOK 51 Oil & Gas PAGE 37
FEES $3.00 Anna R Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lisa L Gale Deputy

1. The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* January 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Township 35 North, Range 115 West 6th P.M.
Section 23: E/2
Section 24: N/2, N/2SW/4, SE/4, SE/4SW/4

containing 920.00 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.)* One Percent (1%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Twelve and one-half percent (12.5%)

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.

Evidence of authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

Executed this day of April 22, 19 74
DAVIS OIL COMPANY, a Partnership

By Paul Messinger
(Assignor's Signature)
Paul Messinger, Attorney in Fact

1230 Denver Club 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
BLANKET REQUEST FOR APPROVAL IN FILE

W-084827

Assignment approved as to the lands described below:

APPROVED AS TO RECORD TITLE ONLY

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1974

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 23 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

D-4756(12-31)

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

On this 22 day of April, 1974, before me a Notary Public in and for said County and State, came the above named Paul Messinger who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, A Partnership and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

Witness my hand and official seal on the day and year last above written.

My Commission Expires:
April 8, 1978

Joan I. Pittman
Notary Public

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

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.

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.

[redacted] ASSIGNMENT OF [redacted]ATING RIGHTS

Lease [redacted]l Numbers:
W-084827-A
W-26873
W-26580

The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above designated Oil and Gas Leases, does hereby transfer and assign to:

PACIFIC TRANSMISSION SUPPLY CO.
245 Market St
San Francisco, California 94105

The below specified interest in and to the said Operating Rights insofar as said rights pertain to:

TR I from the surface of the ground down to and only down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde formation (for the purposes hereof, the top of the Mesaverde formation is defined as that point found at a drill depth of 7,740 feet in the Phillips No. 1 Lookout Mountain Unit well, SE/4NW/4 Sec. 25-35N-115W, 6th P.M.)

TR II All depths below the last above described depth.

1. Lands affected by this Assignment:

A) W-084827-A — Township 35 North, Range 115 West 6th P.M.
Section 25: All

B) W-26873 — Township 35 North, Range 115 West 6th P.M.
Section 23: W/2

C) W-26580 — Township 35 North, Range 115 West 6th P.M.
Section 23: E/2
Section 24: N/2, N/2SW/4, SE/4, SE/4SW/4

2. Operating Rights Interest of Assignor in above described lands:

TR I - 25%
TR II - 50%

3. Extent of Operating Rights Interest herein conveyed to Assignee:

TR I - 25%
TR II - 50%

4. Overriding royalty or production payments reserved herein to Assignor:
(Percentage only) A) 1%; B) 1%; C) 1%

5. Overriding royalties or production payments previously reserved:
(Percentage only) A) 12.5%; B) 12.5%; C) 12.5%

RECORDED Apr 24 1974 AM
IN BOOK 57 Oil & Gas PAGE 39
FEES $ 3.00 Quinn L. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
144191
by Shirley L. Hyde Deputy

IT IS UNDERSTOOD AND AGREED that this assignment of operating rights 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 undersigneds knowledge and belief.

EXECUTED this 22 day of April, 1974.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

Evidence of authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22 day of April, 1974 by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Joan T. Pittman
Notary Public

My Commission Expires:
April 8, 1978

June 19, 1974

Pacific Transmission Supply Company
245 Market Street
San Francisco, California 94105

Gentlemen:

RE: Lookout Mountain Area
Township 35 North, Range 115 West
Sublette County, Wyoming

Davis Oil Company has executed assignments to Pacific Transmission Supply Company of an undivided 50% record title interest and of its operating rights consisting of a 25% interest from the surface down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde Formation and of a 50% interest in all depths below said depth in and to the following Federal oil and gas leases insofar as they pertain to the lands described as follows:

W-084827-A — Township 35 North, Range 115 West, 6th P.M.
Section 25: All

W-26873 — Township 35 North, Range 115 West, 6th P.M.
Section 23: W/2

W-26580 — Township 35 North, Range 115 West, 6th P.M.
Section 23: E/2
Section 24: N/2,N/2SW/4, SE/4,SE/4SW/4

Davis Oil Company hereby covenants and agrees that its reservation of overriding royalty as to both of said assignments is limited to a total of one percent (1%) and that such reservation does not apply to the operating rights consisting of a 25% interest from the surface down to the stratigraphic equivalent of 1,087 feet below the top of the Mesaverde Formation previously assigned by Phillips Petroleum Company to Tenneco Oil Company.

Yours very truly,

DAVIS OIL COMPANY.

By Paul Messinger
Paul Messinger,
Attorney in Fact

Evidence of Authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

144192

RECORDED September 5 19 74 9:00 A M
IN BOOK 51 O4-G PAGE 40
FEES $ 3.00 Anne E. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ann E. Clark Deputy

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of July, 1974, by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires:
April 8, 1978

RENTAL DIVISION ORDER
AND RATIFICATION OF LEASE

0300919

To: DEPCO, Inc., Lessee, and Assigns:

You are the owner of an Oil, Gas and Other Mineral lease dated August 28, 1969, recorded in Vol. 44 at page 287, of the Oil and Gas Records of Sublette County (~~Parish~~), State of Wyoming, between Ruth E. O'Neil Myers as Lessors, and DEPCO, Inc. as Lessee, in so far as said lease covers the following land situated in said County (~~Parish~~) and State:

Township 33 North, Range 113 West, 6th P.M.
Section 4: Lots 1,2, S½NE¼
Township 34 North, Range 113, West, 6th P.M.
Section 17: SW¼NW¼, N½SW¼
Section 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3,4, E½SW¼, SW¼SE¼, NE¼SE¼
Section 20: SW¼NE¼, E½SW¼, SE¼
Section 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼
Section 29: SW¼SE¼
Section 32: NE¼, N½SE¼, SE¼SE¼
Section 33: SW¼, SW¼SE¼

We, the undersigned parties, hereby authorize you to pay or tender rentals under said lease in accordance with the provisions thereof to the respective parties named below, or to the credit of any party named below either to a depository bank as named in said lease or to the respective depository set out below opposite such party's name, and in the following amounts:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Joan R. Wilhite	1/2	$170.91	Wells Fargo Bank 4501 Eggers Dr. Fremont, Ca. 94536 Acct. #0107 284812
Harry E. MacGregor	1/2	$170.91	Bank of America Auto Center Branch San Francisco, Ca. 94100 Acct. ~~#X-X164~~ #2813-2206

144644

RECORDED Sept 16 1974 9:55 A M
IN BOOK 51 Oil & Gas PAGE 43
FEES 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lisa J Gabe Deputy

Each of the undersigned parties agrees that payment or tender of said rentals in the amount set forth above opposite the name of the undersigned will protect said lease and continue same in force as therein provided in so far as said lease covers the interest of such undersigned party in said land. Each undersigned party, however, certifies only the interest, if any, set forth above opposite such party's name. Upon a partial release or surrender of said lease as to any part of said land, the amounts above specified may at lessee's election be proportionately reduced on an acreage basis.

This division order covers only payment of delay rentals under said lease as to said land and does not cover royalty payments thereunder. For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby grant, lease and let unto the above said Lessee(s) and Assigns, subject to and under the herein amended terms and provisions of said lease, all interest of the undersigned in the above described land and fully ratify, confirm and adopt said lease.

The provisions hereof shall be binding upon our respective heirs, legal representatives, successors and assigns, and the lessee may make rental payments to such heirs, representatives, successors and assigns at the place and in the manner herein provided until said lessee receives further instructions with respect thereto.

Executed this 30th day of August, 19 74

WITNESSES:

SUBSCRIBED AND SWORN TO BEFORE ME THIS
30th day of August 19 74
Alvin J. Pezner
Notary Public in and for said County and State

OFFICIAL SEAL
ALVIN J. PEZNER
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Aug. 4, 1975

1000 Larkin St., San Francisco, CA. 94109

Joan R. Wilhite
Joan R. Wilhite

Harry E. MacGregor
Harry E. MacGregor

30th August 74
Petaluma California

13

ACKNOWLEDGEMENTS, Applicable where Instrument is to be recorded in Colorado, Florida, Kansas, Mississippi, Montana, Nebraska, New Mexico, North Dakota, Oklahoma and/or South Dakota.

STATE OF.....
} SS
COUNTY OF.....

BE IT REMEMBERED, That on this.....day of....., A.D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

.....

to me known to be the identical person.... described in and 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 official signature and affixed my notarial seal, the day and year first above written.

.....
Notary Public

My commission expires:..... Residing at.....

STATE OF.....
} SS
COUNTY OF.....

BE IT REMEMBERED, That on this.....day of....., A.D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

.....

to me known to be the identical person.... described in and 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 official signature and affixed my notarial seal, the day and year first above written.

.....
Notary Public

My commission expires:..... Residing at.....

STATE OF.....
} SS
COUNTY OF.....

BE IT REMEMBERED, That on this.....day of....., A.D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

.....

to me known to be the identical person.... described in and 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 official signature and affixed my notarial seal, the day and year first above written.

.....
Notary Public

My commission expires:..... Residing at.....

STATE OF.....
} SS
COUNTY OF.....

BE IT REMEMBERED, That on this.....day of....., A.D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

.....

to me known to be the identical person.... described in and 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 official signature and affixed my notarial seal, the day and year first above written.

.....
Notary Public

My commission expires:..... Residing at.....

STATE OF.....
} SS
COUNTY OF.....

BE IT REMEMBERED, That on this.....day of....., A.D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

.....

to me known to be the identical person.... described in and 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 official signature and affixed my notarial seal, the day and year first above written.

.....
Notary Public

My commission [redacted]:..... [redacted]ing at .....[redacted]

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 9th day of May, 19 74

by and between Clifford Russell Daniels and Sophie M. Daniels, his wife a/k/a Clifford R. Daniels a/k/a Clifford P. Daniels
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 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 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

and containing 960.00 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 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 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, orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions, committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms hereof or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be construed to institute cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such co-

45 8 33675 01

ace 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 port 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 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 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 under.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, 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.

Sophie M. Daniels (SEAL)

Sophie M. Daniels (SEAL)

(SEAL)

(SEAL)

(SEAL)

Clifford Russell Daniels (SEAL)

Clifford Russell Daniels (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 16th day of May, 1974, personally appeared Clifford Russell Daniels (aka Clifford R. Daniels a/k/a Clifford P. Daniels) and Sophie M. Daniels, 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 the y 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 County of Sublette State of Wyoming My Commission Expires Nov. 17, 1977

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_____ day of_____, 19____, at____ o'clock ____M., and duly recorded in Book_____, Page_____ of the records of this office.

By_____ County Clerk—Register of Deeds.

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

14653

RECORDED September 16 1974 4:05 P M
IN BOOK 51 Oil & Gas PAGE 45
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

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 May 9, 1974, from Clifford Russell Daniels and Sophie M. Daniels, husband and wife, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ---, Page ---, of the County Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation, 600 Oklahoma Mortgage Building, Oklahoma City, Oklahoma 73102, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 114W, 6th P.M.
Section 15: SW/4
Section 21: E/2 NE/4
Section 22: W/2 NE/4, SE/4 NE/4, NW/4
Section 23: W/2 NE/4, SE/4 NE/4, NW/4, N/2 S/2

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Edward D. Finnegan and Inez P. Finnegan, husband and wife; Box 668, Pinedale, Wyoming 82941, 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	DEPOSITORY BANK	AMOUNT
Clifford Russell Daniels and Sophie M. Daniels	Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$312.00

144654

RECORDED September 16 19 74 4:05 P.M.
IN BOOK 51 Oil & Gas PAGE 47
FEES $3.00 Geneva R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

WITNESS our hands and seals this ---day of ---, 19---

X Edward D Finnegan
Edward D. Finnegan (Seal)

X Inez P Finnegan
Inez P. Finnegan (Seal)

(Seal)

(Seal)

(Seal)

8 33675 01

48

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 29th day of July, 1974, personally appeared Edward D. Finnegan and Inez P. Finnegan, husband and wife

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 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 .....

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

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 [redacted]

TO .....

..... ed ..... 19.....

..... Acres .....

..... County, ...

[redacted]

This instrument was filed for record on the .....
of ..... 19....., at
..... o'clock ..... M., and duly recorded in
..... Page .....
..... of the records of this office.

County Clerk.

Deputy.

When recorded return to

[redacted]

KINTZEL BLUE 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	RECORDED PAGE
0300868 Clifton Fear, Executor T. 33 N., R. 113 W., 6th P.M. Sec. 4: Lots 1, 2, S½NE¼ T. 34 N., R. 113 W., 6th P.M. Sec. 17: SW¼NW¼, N½SW¼ Sec. 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3, 4, E½SW¼, SW¼SE¼, NE¼SE¼ Sec. 20: SW¼NE¼, E½SW¼, SE¼ Sec. 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼ Sec. 29: SW¼SE¼ Sec. 32: NE¼, N½SE¼, SE¼SE¼ Sec. 33: SW¼, SW¼SE¼	August 28, 1969	44 O&G	576

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 15th DAY OF September 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 15th day of September, 1974.
Witness my hand and official seal.

My Commission Expires:
May 26, 1976

Joan Hein
Notary Public

144730

RECORDED Sept 23 1974 9:00 A M
IN BOOK 51 Misc Rec PAGE 49
FEES $4.50 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
September 15 1974, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
0300906 W. L. Bain T. 35 N., R. 113 W., 6th P.M. Sec. 17: NE¼, N½NW¼, SW¼NW¼, E½SW¼, W½SE¼, SE¼SE¼ Sec. 20: N½NE¼, NE¼NW¼	August 25, 1969	44 O&G	5
0300910 Mary O'Neil Meeks T. 33 N., R. 113 W., 6th P.M. Sec. 4: Lots 1,2, S½NE¼ T. 34 N., R. 113 W., 6th P.M. Sec. 17: SW¼NW¼, N½SW¼ Sec. 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3 & 4, E½SW¼, SW¼SE¼, NE¼SE¼ Sec. 20: SW¼NE¼, E½SW¼, SE¼ Sec. 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼ Sec. 29: SW¼SE¼ Sec. 32: NE¼, N½SE¼, SE¼SE¼ Sec. 33: SW¼, SW¼SE¼	August 28, 1969	44 O&G	216
0300914 Robert O'Neil et ux T. 33 N., R. 113 W., 6th P.M. Sec. 4: Lots 1, 2, S½NE¼ T. 34 N., R. 113 W., 6th P.M. Sec. 17: SW¼NW¼, N½SW¼ Sec. 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3 & 4, E½SW¼, SW¼SE¼, NE¼SE¼ Sec. 20: SW¼NE¼, E½SW¼, SE¼ Sec. 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼ Sec. 29: SW¼SE¼ Sec. 32: NE¼, N½SE¼, SE¼SE¼ Sec. 33: SW¼, SW¼SE¼	August 28, 1969	44 O&G	101
0300916 Margaret Conwell et vir T. 33 N., R. 113 W., 6th P.M. Sec. 4: Lots 1,2, S½NE¼ T. 34 N., R. 113 W., 6th P.M. Sec. 17: SW¼NW¼, N½SW¼ Sec. 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3 & 4, E½SW¼, SW¼SE¼, NE¼SE¼ Sec. 20: SW¼NE¼, E½SW¼, SE¼ Sec. 21: SE¼NE¼, W½SW¼, NE¼SW¼ NW¼SE¼ Sec. 29: SW¼SE¼ Sec. 32: NE¼, N½SE¼, SE¼SE¼ Sec. 33: SW¼, SW¼SE¼	August 28, 1969	44 O&G	231

[redacted] [redacted] [redacted]

W.D.C.
Filed for record

OIL, GAS AND ~~MINERAL~~ LEASE

AGREEMENT, Made and entered into this 27th day of March, 19 74
by and between Robert G. and Alice Lozier h&w
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 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 32 North, Range 108 West, 6th P.M.
Section 3: S½, West two thirds W½SE¼
Section 4: SE¼
Section 9: N½NE¼
Section 10: N½NW¼, West two thirds NW¼NE¼

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 560 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~~ 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~~ 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 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 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-

50 8 34048-01

...liance 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.

...lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding ... 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)

Robert G Lozier (SEAL)
Robert G. Lozier (SEAL)
Alice Lozier (SEAL)
Alice Lozier (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 13th day of May, 1974, personally appeared Robert G. Lozier and Alice Lozier, 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 1-6-75

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_____ }
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.

By_____ County Clerk—Register of Deeds.

When Recorded Return to_____ Deputy.

STATE OF_____ }
COUNTY OF_____ } SS.

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

144737

RECORDED Sept 23 1974 9:00 A M
IN BOOK 51 Oil & Gas PAGE 50
FEES $ 3.00 Owen R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

W. J. C.
Full a Lease

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 25th day of March, 19 74
by and between Bousman Livestock Inc., a Wyoming corporation

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 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, 21, 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, 23, 26, 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.

and containing 1934.01 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 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 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-

52 8 34031-01

...liance 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)

Floyd E. Bousman (SEAL)

Floyd E. Bousman President Bousman Livestock Inc. (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 _____ 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.

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 _____ 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 _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this 13th day of May, 1974, before me, a Notary Public in and for said County and State, personally appeared Floyd E. Bousman, to me known to be the 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~~ term Expires 1-6-75

Anna R Clark County Clerk
~~Notary Public~~

53

Township 33 North, Range 107 West, 6th P.M.

Section 20: $S\frac{1}{2}SE\frac{1}{4}$
Section 21: $S\frac{1}{2}SW\frac{1}{4}$
Section 29: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

Township 32 North, Range 108 West, 6th P.M.

Section 1: $SE\frac{1}{4}SE\frac{1}{4}$
Section 12: All except $SE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$
Section 13: $NW\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}$

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), $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$

Township 33 North, Range 108 West, 6th P.M.

Section 22: $SE\frac{1}{4}SE\frac{1}{4}$
Section 23: $SW\frac{1}{4}$
Section 26: $W\frac{1}{2}NW\frac{1}{4}$
Section 27: $NE\frac{1}{4}NE\frac{1}{4}$

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.

144738

RECORDED Sept 23 1974 9:00 AM
IN BOOK 51 Oil & Gas PAGE 52
FEES $5.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

8 34031-01

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 45879

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Robert T. Young
624 Pennsylvania #103
Denver, CO 80203

144765

RECORDED Sept 25 1974 9:00 A M
IN BOOK 51 Misc Rec PAGE 56
FEES $ 3.00 Quail R. Calack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* JUL 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. 29 N., R. 115 W., 6th P.M., Sublette Co., Wyoming
Sec. 7: All
Sec. 8: All
Sec. 17: W½
Sec. 18: All

containing 2087.04 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.)* Two and one half per cent

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* One half of one per cent

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 day of JUL 1 1974, 19 74

Joseph A. Sprinkle
(Assignor's Signature)

203 Patterson Bldg.
(Assignor's Address)

Denver, CO 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)

56

_____
(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 [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 day of JUL 1 1974, 1974

Robert T. Young

(Assignee's Signature)
Robert T. Young

624 Pennsylvania #103
Denver, CO 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.

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 [redacted] 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. [redacted] statements and written agreements, [redacted] *must* be filed no later than fifteen (15) days after [redacted] signment.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FO: [illegible]ROVED
OM[illegible]2–R1599

Serial No. : 45879

LAND [illegible]ICE USE ONLY
New Serial [illegible].

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Michigan Wisconsin Pipe Line Company
Suite 1610
Post Oak Tower
5051 Westheimer
Houston, TX 77027

1.

144766

RECORDED Sept 25 1974 9:00 A M
IN BOOK 51 Oil & Gas PAGE 58
FEES $3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* JUL 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. 29 N., R. 115 W., 6th P.M., Sublette Co., Wyoming

Sec. 7: All
Sec. 8: All
Sec. 17: W½
Sec. 18: All

containing 2087.04 acres m/l

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 per cent

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Three per cent

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 day of JUL 1 1974, 19 74

Robert T. Young
(Assignor's Signature)
Robert T. Young

624 Pennsylvania #103
(Assignor's Address)

Denver CO 80203
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective _____ By _____
(Authorized Officer)

58 _____
(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.

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.

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)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 45880

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Robert T. Young
624 Pennsylvania #103
Denver, CO 80203

1

144767

RECORDED Sept 25 1974 9:00 A M
IN BOOK 51 Oil & Gas PAGE 60
FEES $3.00 Amer. R. Co. Check COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* JUL 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. 29 N., R. 115 W., 6th P. M., Sublette County, Wyoming
Sec. 5: All
Sec. 6: Lots 1-4, N½NE¼, E½W½, E½SE¼

T. 30 N., R. 115 W., 6th P.M.
Sec. 30: All
Sec. 31: All

containing 2167.92 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.)* Two and one half per cent

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* One half of one per cent

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 day of JUL 1 1974, 1974

Joseph S. Sprinkle
(Assignor's Signature)
Joseph S. Sprinkle

203 Patterson Building
(Assignor's Address)

Denver CO 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)

60
(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 61

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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 day of JUL 1 1974, 19 74

Robert T. Young
(Assignee's Signature)
Robert T. Young

624 Pennsylvania #103, Denver, CO 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.

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

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

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

ASSIGNMENT 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, hereinafter called Assignor, for and in consideration of One Dollar ($1.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto

	An Undivided Interest of:
Terra Resources, Inc., 5416 South Yale Ave., Tulsa, Oklahoma 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 Nat'l Bank Bldg., Denver, Colo. 80212	11.167%
Petroleum Resources Company, P.O. Box 1111, Cushing, Oklahoma 74203	8.333%

Assignees, in the proportions set out, 66% of Assignor's right, title and interest in and to the Oil and Gas Lease dated May 16, 1974, 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, Page 594, of the Oil & Gas Records of Sublette County, Wyoming, 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: NE/4 SW/4, S/2 SW/4, SW/4 SE/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 on this the 6th day of September, 1974.

OIL AND GAS FUTURES, INC. OF TEXAS

By _____
J. F. Dougherty, Chairman

ATTEST:

_____
Wanda Hutson, Assistant Secretary

144806

RECORDED Sept 26 19 74 9:00 A M
IN BOOK 51 Oil & Gas PAGE 62
FEES $ 5.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 6th day of September, 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 6th day of September, A.D. 1974.

GWEN HUGHEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19 75

Gwen Hughen
NOTARY PUBLIC

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-17201

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That Marguerite C. Piland
6066 Xenophon, Arvada, Colorado 80002
, 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
David A. Welch	P.O.Box 66, Denver, Colorado 80201	0.625
Walter J. Dahmer	12664 W. 61st Ave, Arvada, Colorado 80002	0.625

144857

RECORDED October 1 19 74 9:00 A M
IN BOOK 51 Oil & Gas PAGE 64
FEES $3.00 xx Anna R. Cook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Being in all a total of an undivided one and one quarter (1.25) per cent of eight eights---
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 113 West, 6th PM
Section 4: Lots 3, 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 5: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$

Containing 959.73 acres, more or less.

WITNESS our hands this 20 day of June, 1969

Witnesses:

Marie Irvin

James L. Mansico

Marguerite C Piland
Marguerite C. Piland

STATE OF Colo
} ss.
COUNTY OF Jefferson

On the 20 day of June, 1969, before me personally appeared Marguerite C. Piland the signor of the above instrument, who duly acknowledged to me that she executed the same.

Virginia L. Estrada
Notary Public

My commission expires:
1-23-72

Residing in Arvada, Colo

64

W-R46.W

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of _____, together with the acreage affected by the foregoing Royalty Assigmment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: **Assignee:**

..... as to Walter J. Eakman

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

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)

Name
Street
City
State
Zip Code

Phillip E. Flanagan
P. O. Box 263
Riverton, Wyoming 82501

W 44794
(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. 27 N., R. 109 W., 6th Prin. Mer.
Sec. 15: N½, N½S½, SW¼SW¼

U.S. Geological Survey reports lands in
lease were not within a known Geologic
Structure on date of lease issuance

Containing a total of **520.00** acres	Annual Rental . . . . . $ **260.00**

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: **May 1, 1974**

THE UNITED STATES OF AMERICA

By Wilma M. Lantz
(Signature of Signing Officer)

144910

Chief, Oil and Gas Section
(Title)

RECORDED October 3 1974 9:00 AM
IN BOOK 51 Oil + Gas PAGE 66
FEES $3.00 Anne R Colack COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

April 22, 1974
(Date)

66

FOR CLAIMANT

LEASE TERMS

67

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) *Bond.*—(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 developmental 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 the lease, or at any other time prior thereto when required and the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, 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 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.

☆ U.S. Government [redacted] Office: 1973—780-107/63 Region 8

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 44794

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

144911

1. Marshall & Winston, Inc.
P. O. Box 874
Midland, Texas 79701

RECORDED October 3 1974 8:00 AM
IN BOOK 57 Oil & gas PAGE 68
FEES $ 4.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

Wyoming, Sublette County

Township 27 North, Range 109 West, 6th P.M.
Section 15: N½,N½S½,SW¼SW¼

Containing 520 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.)* Five percent of eight-eighths (5% of 8/3ths)

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 17th day of September, 19 74

Phillip E Flanagan
(Assignor's Signature)

P O Box 263
(Assignor's Address)

Phillip E. Flanagan

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:

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

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, and shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 17th day of September, 19 74, personally appeared PHILLIP E. FLANAGAN

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 Jan 10, 1978

Catherine Greenwalt
Notary Public.

CATHERINE GREENWALT Notary Public
County of Fremont
State of Wyoming
My Commission expires January 10, 1978

70

Form [redacted]
(February 1971)

UNITED STAT[redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] APPROVED
OMB NO. 42-R1599

Serial No. W 45880

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Michigan Wisconsin Pipe Line Company
Suite 1610
Post Oak Tower
5051 Westheimer
Houston, TX 77027

144940 [redacted]

RECORDED October 5 19 74 9:00 A.M.
IN BOOK 51 Misc. Rec. PAGE 72
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* JUL 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. 29 N., R. 115 W., 6th P.M., Sublette County, Wyoming
Sec. 5: All
Sec. 6: Lots 1-4, N½NE¼, E½W½, E½SE¼

T. 30 N., R. 115 W., 6th P.M.
Sec. 30: All
Sec. 31: All

containing 2167.92 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.)* Two per cent

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Three per cent

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 day of JUL 1 1974, 19 74

Robert T. Young
(Assignor's Signature)
Robert T. Young

624 Pennsylvania #103
(Assignor's Address)

Denver CO 80203
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of 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)

72 _____
(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 73

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)

(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.

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

FROM KINTZEL BLUE PRINT CO., 134 N. CENTER, CASPER, WYOMING

WHEREAS, under date of March 27, 1974, a certain oil and gas mining lease was executed by Larry and Sharon Lozier of Boulder, Wyoming, as lessors, unto Gulf Oil Corporation, 600 Oklahoma Mortgage Bldg., Oklahoma City, Oklahoma, as lessee, which lease is recorded in Book ____ at Page ____, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

S/2 NE/4, SE/4, E1/3 SW/4, E2/3 SW/4 NW/4

145086

RECORDED October 11 1974 11:45 A M
IN BOOK 51 Oil & Gas PAGE 74
FEES $3.00 Anne R. C. Cook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section 10, Township 32 North Range 108 West,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

S/2 NE/4, SE/4, E1/3 SW/4, E2/3 SE/4 NW/4

of Section 10, Township 32 North Range 108 West, and containing 320.00 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by Gulf Oil Corporation unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 20th day of September, A. D., 19 74

(SEAL)	Larry Lozier (SEAL)
(SEAL)	Sharon Lozier (SEAL)
(SEAL)	(SEAL)
(SEAL)	(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of September, 19____, personally appeared Larry & Sharon 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 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 December 20, 1975

Lois E. Cook
Notary Public.

74

8-33995-00

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____

_____
Notary Public.

Residing at _____

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of ..... }
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... of .....

.....and that the seal affixed to said instrument is the corporate seal of said 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,.....

19 Term .....

This instrument was filed for record on the .....

day of .....19....., at

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

FROM KINYZEL BLUE PRINT CO., 130 N. CENTER, CASPER, WYOMING

WHEREAS, under date of February 15, 1974, a certain oil and gas mining lease was executed by Miller Land and Livestock Company, a Wyoming Corporation

Big Piney, Wyoming 83115, as lessor, unto Gulf Oil Corporation, 600 Oklahoma Mortgage Building, Oklahoma City, Oklahoma 73102, as lessee, which lease is recorded in Book 50 O&G, at Page 495, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

Section 1: N/2 SW/4, SE/4 SW/4, SE/4
Section 2: SE/4, E/2 SW/4
Section 3: S/2 SE/4
Section 8: SE/4 NE/4, SE/4
Section 9: E/2, SW/4, S/2 NW/4
Section 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, S/2 SW/4, SW/4 SE/4
Section 11: S/2 NW/4, NW/4 NW/4
Section 12: NE/4, E/2 NW/4
Section 15: N/2 NW/4

of Section --, Township 35 North, Range 113 West

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

Section 1: N/2 SW/4, SE/4 SW/4, SE/4
Section 2: SE/4, E/2 SW/4
Section 3: S/2 SE/4
Section 8: SE/4 NE/4, SE/4
Section 9: E/2, SW/4, S/2 NW/4
Section 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Section 11: S/2 NW/4, NW/4 NW/4
Section 12: NE/4, E/2 NW/4, NE/4 SE/4
Section 15: N/2 NW/4

of Section --, Township 35 North Range 113 West, and containing 2,160.00 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by each of us unto the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 19th day of September, A. D., 1974.

X Robert L. Miller (SEAL)

Robert L. Miller (SEAL)
(President)

(SEAL)

(SEAL)

(SEAL)

X Mildred M. Miller (SEAL)

Mildred M. Miller (SEAL)
(Secretary)

(SEAL)

(SEAL)

RECORDED Oct 11 1974 11:45AM
IN BOOK 51 Oil & Gas PAGE 76
FEES 4.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

145087

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 19th day of September, 1974, personally appeared Mildred M. Miller

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.

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

My Commission Expires ...

Helen L. O'Brien
Notary Public.

78
8-32598-01

STATE OF _____ }
COUNTY OF _____ } ss.

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

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that____duly executed the same as____free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public.

Residing at _____

STATE OF _____ }
COUNTY OF _____ } ss.

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

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that____duly executed the same as____free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this_____day of_____, A. D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did say that he is the_____of_____ _____and that the seal affixed to said instrument is the corporate seal of said 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,_____

_____m.

This instrument was filed for record on the_____ day of_____19____, at _____o'clock_____M., and duly recorded in Volume_____ Page_____ _____of the records of this office.

_____
County Clerk.

By_____
Deputy.

When recorded return to

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 6th day of September, 19 74 by and between
Cross Lazy Two Land and Livestock Co., Inc., a Wyoming Corporation;
Robert V. Thompson and Bette M. Thompson, husband and wife
of P. O. Box 220, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more) and
Eagle Exploration Company
of P. O. Drawer 520, 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 114 West, 6th P. M.
Section 12: NE¼, N½SE¼, S½NW¼, NE¼SW¼
Section 11: SE¼NE¼

145102

RECORDED October 15, 19 74 11:20 A.M.
IN BOOK 51 of Misc. PAGE 78
FEES $3.00 Clarice E. Card COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

~~XXXXXX XXXXXX XXXX~~ five (5) and containing 400 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 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 and No/100 ($400.00) - - - - - - - - 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. 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:

ATTEST:

Bette M. Thompson, Secretary-Treasurer

Bette M. Thompson

CROSS LAZY TWO LAND AND LIVESTOCK CO., INC.

By: Robert V. Thompson (SEAL)
Robert V. Thompson, President

(SEAL)

Robert V. Thompson (SEAL)
Robert V. Thompson

(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 11th day of September, 1974, personally appeared Robert V. Thompson

and Bette M. Thompson, husband and wife

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

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

My Commission Expires DONALD R. WASSENBERG-Notary Public County of Sublette State of Wyoming My Commission Expires April 15, 1976

Donald R. Wassenberg
Notary Public.

State of _____ }
County of _____ } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of Wyoming }
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 11th day of September, A. D. 19 74, before me personally appeared Robert V. Thompson, to me personally known, who, being by me duly sworn, did say that he is the President of Cross Lazy Two Land and Livestock Co., 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 Robert V. Thompson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of September, A. D. 19 74

(SEAL)

My Commission expires DONALD R. WASSENBERG-Notary Public County of Sublette State of Wyoming My Commission Expires April 15, 1976

Donald R. Wassenberg
Notary Public.

No.

FROM

TO

Dated , 19

No. Acres

County,

This instrument was filed for record on the

day of 19 , at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] IFS-[redacted]

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, 19 73 by and between

Hazel Marts, a widow
1405 17th Street
Yakima, Washington 98901
of ..... 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

~~XXXXXXXX XXXXXX 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 ~~XXX~~ 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 SEATTLE-FIRST NATIONAL BANK Bank at P. O. Box 3024 Union Gap, Wash. 98903, 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:

145123

X Hazel Marts (SEAL)
Hazel Marts

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

RECORDED October 16 1974 9:00 A.M
IN BOOK 37 Of J PAGE 80
FEES $ 3.00 Current Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

80

STATE OF Washington }
COUNTY OF Graham } 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 ~~November~~ Sept, 19 73, personally appeared Hazel Marts, a widow

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 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 2-29-76

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]

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County, _____

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

[redacted]

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Form No. LNH-2

Prairie Publishing Co.
Casper, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

WYOMING 15754

This Overriding Royalty Assignment, made this 30th day of August, 19 74, by and between

Virginia G. Stouffer

whose address is 116 East 5th Avenue, Cheyenne, Wyoming 82001

hereinafter called Lessee; and Raymond Chorney

401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 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 November 1, 1968

bearing Serial No. W-15754, 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:

Township 30 North, Range 114 West
Section 27: S½N½, N½S½, S½SE¼
Section 28: N½

145125

RECORDED October 16 19 74 9:00 AM
IN BOOK 51 Misc PAGE 82
FEES $ 3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, Therefore, in consideration of the premises and the sum of ten and no/100ths 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 percent 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 the term of the 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.

Virginia G. Stouffer
Virginia G. Stouffer

Lessee

STATE OF WYOMING)
CITY AND
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Virginia G. Stouffer

this 30 day of ~~August~~, 1974.

Witness my hand and official seal.

Patricia J. Ramsey - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires
My Commission Expires Nov. 6, 1977

Patricia J Ramsey
Notary Public

[redacted] INSTRUMENT OF [redacted]ENDER [redacted]

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
0300915,R Ralph E. Conwell et al T. 34 N., R. 113 W., 6th P.M. Sec. 2: Lots 3,4, S½NW¼ Sec. 3: Lots 1,2, S½NE¼ Sec. 4: Lots 1,3,4, S½NW¼, SE¼NE¼ Sec. 5: Lots 1,2, S½NE¼, SE¼NW¼, N½SE¼ T. 35 N., R. 113 W., 6th P.M. Sec. 32: S½SE¼ Sec. 33: S½SW¼	September 9, 1969	44 O&G	Pg. 241

145198

RECORDED October 22 1974 2:00 P M
IN BOOK 51 Oil & Gas PAGE 84
FEES $2.25 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

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 15th DAY OF October 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 15th day of October, 1974, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:
Nov. 26, 1976

Jean Heier
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE Ev-024241

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE,

600 South Cheryy 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
Dick V. Welch	10633 Sperry Street Denver, Colorado 80234	1% of 8/8ths

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

Township 28 North, Range 113 West, 6th P.M.
Section 12: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$
Section 13: Lots 1, 2, 3, $W\frac{1}{2}NE$, $W\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}$

Said 1% of 8/8ths production hereby conveyed shall be payable from and out of the interest of the Assignor, held under the fore-described lease.

Containing 1011.04 acres, more or less.

WITNESS our hands this 1st day of October, 1974.

145209

RECORDED Oct. 24 1974 9:00 AM
IN BOOK 51 O & G PAGE 86
FEES 3.00 Anne F. Clerk COUNTY CLERK
SUBLETTE COUNTY CLERK

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
Kenneth T. Smith, Attorney-in-Fact

STATE OF _____)
) ss
COUNTY OF _____)

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 1st day of October, 1974, 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 of Husky Oil Company of Delaware, acting by authority of a 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.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned HUSKY OIL COMPANY OF DELAWARE, hereinafter called Assignor, for the sum of Ten and no/100 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 unto DICK V. WELCH, 10633 Sperry Street, Denver, Colorado 80234, as Assignee, an Overriding Royalty of one percent of Eight-Eighths (1% of 8/8ths) of all oil, gas, and petroleum produced, saved, and marketed from the following described lease insofar as said lease covers the following described lands in Sublette County, Wyoming:

Oil and Gas Lease dated October 5, 1946, from William J. McGinnis and Mamie McGinnis, as Lessors, and The Carter Oil Company, as Lessee, recorded in Volume 2, Page 109, Lease Records of Sublette County, Wyoming.

Township 28 North, Range 113 West, 6th P.M.
Section 24: $S\frac{1}{2}NE\frac{1}{4}$

Said 1% of 8/8ths production hereby conveyed shall be payable from and out of the interest of the Assignor, held under the fore-described lease.

This assignment shall inure to and be binding upon the parties, their heirs, assigns, personal representatives and successors.

IN WITNESS WHEREOF, Assignor has executed and delivered this Overriding Royalty Assignment this 8th day of October, 1974.

ATTEST:

Assistant Secretary

HUSKY OIL COMPANY OF DELAWARE

By: M. F. Westfall
Vice President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by M. F. Westfall, Vice President and Karl F. Anuta, Assistant Secretary for Husky Oil Company of Delaware, this 8th day of October, 1974.

Witness my hand and official seal.

My commission expires:
February 5, 1975

Notary Public

145210

RECORDED Oct 24 1974 9 A M
IN BOOK 51 R & O PAGE 88
FEES $2.00 Vivian R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

H-73387

89

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-38258

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE, 600 South Cherry 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
Dick V. Welch	10633 Sperry Street Denver, Colorado 80234	1% of 8/8ths

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

Township 28 North, Range 113 West, 6th P.M.
Section 13: Lot 4
Section 24: Lot 1

Said 1% of 8/8ths production hereby conveyed shall be payable from and out of the interest of the Assignor, held under the fore-described lease.

Containing 75.70 acres, more or less.

WITNESS our hands this 1st day of October, 1974.

145211 RECORDED Oct 24 1974 9 11 M
IN BOOK 510 PAGE 89
FEES 3.00 Irene K. Colwell COUNTY CLERK
SUBLETTE COUNTY CLERK

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
Kenneth T. Smith, Attorney-in-Fact

STATE OF _____)
) ss
COUNTY OF _____)

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 24 day of October, 1974, 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 of Husky Oil Company of Delaware, acting by authority of a 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.

Irene M. Hewitt
Notary Public

My commission expires:
February [redacted] 975

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.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0125384

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE,

600 South Cherry 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
Dick V. Welch	10633 Sperry Street Denver, Colorado 80234	1% of 8/8ths

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

Township 28 North, Range 113 West, 6th P.M.
Section 13: $SW\frac{1}{4}$
Section 11: $NE\frac{1}{4}$

Said 1% of 8/8ths production hereby conveyed shall be payable from and out of the interest of the Assignor, held under the fore-described lease.

Containing 320.00 acres, more or less.

WITNESS our hands this 1st day of October, 1974.

145212

RECORDED Dec 24 1974 9 A.M
IN BOOK 51 020 PAGE 91
FEES 3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
Kenneth T. Smith, Attorney-in-Fact

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 24 day of October, 1974, 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 of Husky Oil Company of Delaware, acting by authority of a 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 [redacted] 975

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.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE Ev-024469

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE,

600 South Cherry 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
Dick V. Welch	10633 Sperry Street Denver, Colorado 80234	1% of 8/8ths

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

Township 28 North, Range 112 West, 6th P.M.
Section 18: $NE\frac{1}{4}NE\frac{1}{4}$

Said 1% of 8/8ths production hereby conveyed shall be payable from and out of the interest of the Assignor, held under the fore-described lease.

Containing 40.00 acres, more or less.

WITNESS our hands this 1st day of October, 1974.

145213

RECORDED Oct 29 1974 9 AM
IN BOOK 51 D&G PAGE 93
FEES 3.00 Dennis R Glenn COUNTY CLERK
SUBLETTE COUNTY CLERK

HUSKY OIL COMPANY OF DELAWARE
By: Kenneth T. Smith
Kenneth T. Smith, Attorney-in-Fact

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 25 day of October, 1974, 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 of Husky Oil Company of Delaware, acting by authority of a 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.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE Ev-023340

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HUSKY OIL COMPANY OF DELAWARE,

600 South Cherry 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
Dick V. Welch	10633 Sperry Street Denver, Colorado 80234	1% of 8/8ths

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

Township 28 North, Range 112 West, 6th P.M.
Section 6: S½
Section 7: All

Said 1% of 8/8ths production hereby conveyed shall be payable from and out of the interest of the Assignor, held under the fore-described lease,

Containing 960.00 acres, more or less.

WITNESS our hands this 1st day of October, 19 74.

145214 RECORDED Oct 24 19 74 9 A M
IN BOOK 51 Misc PAGE 95
FEES 3.00 Dennis McCabe COUNTY CLERK
SUBLETTE COUNTY CLERK

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
Kenneth T. Smith, Attorney-in-Fact

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 21st day of October, 1974, 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 of Husky Oil Company of Delaware, acting by authority of a 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.

ORIGINAL

97

Form No. LNH -2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

USA Wyoming 05765

This Overriding Royalty Assignment, made this 29 day of November, 19 73, by and between

OIL RESOURCES INCORPORATED

whose address is P.O. Box 986, Billings, Montana 59103

hereinafter called Assignor; and, Dick V. Welch,

whose address is 10465 Melody Drive, Denver, Colorado 80234,

hereinafter called Assignee:

Witnesseth:

Whereas, Assignor is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated June 1, 19 51

bearing Serial No. USA W-05765, 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:

Township 28 North, Range 112 West, 6th P.M.
Section 2: Lots 3, 4, 5, 6, 11, 12, SW/4
Section 3: Lots 1, 2, 7, 8, 9, 10, SE/4

145215

RECORDED at 2:24 19 74 9 A M
IN BOOK 51 E 9 PAGE 97
FEES $2.00 Winnie R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, Therefore, in consideration of the premises and the sum of Ten and More Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Assignor, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One Percent (1%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to the Overriding Royalty interest hereby assigned shall be subject to its share of net proceeds and other ad valorem type property taxes.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 Assignor or Assignor's successors or assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

ATTEST:

Asst Secretary

OIL RESOURCES INCORPORATED

Vice President

STATE OF MONTANA)
) SS.
COUNTY OF YELLOWSTONE)

On this 29 day of November, A. D. 1973, before me personally appeared RICHARD C. HOEFLE, to me personally known, who, being by me duly sworn, did say that he is the Vice President of OIL RESOURCES INCORPORATED, 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 said RICHARD C. HOEFLE acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29 day of November, A. D. 19 73.

My Commission Expires:

[redacted]ber 19, 1974

[redacted]otary Public for the State of M[redacted]
Residing at: Billings, Montana

Form No. LNH -2

[redacted] [redacted] [redacted]

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

~~USA Wyoming-053451~~

This Overriding Royalty Assignment, made this 29 day of November, 19 73, by and between

OIL RESOURCES INCORPORATED

whose address is P.O. Box 986, Billings, Montana 59103

hereinafter called ~~Lessee~~ Assignor, and, Dick V. Welch,

whose address is 10465 Melody Drive, Denver, Colorado 80234,

hereinafter called Assignee:

Witnesseth:

Whereas ~~Lessee~~ Assignor is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated August 1, 19 50

bearing Serial No. USA W-053451, 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:

Township 28 North, Range 112 West, 6th P.M.
Section 3: Lots 3, 4, 5, 6, 11, 12, SW/4
Section 10: SW/4

145216

RECORDED Oct 24 1974 9 A -M
IN BOOK 51 & E 9 PAGE 98
FEES $ 2.00 Connie Leland COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, Therefore, in consideration of the premises and the sum of Ten and More Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, ~~Lessee~~ Assignor, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One Percent (1%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be ~~subject to~~ the Overriding Royalty interest hereby assigned shall be subject to its share of net proceeds and other ad valorem type property taxes.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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~~ Assignor or Assignor's successors or assigns.

IN WITNESS WHEREOF, ~~Lessee~~ Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

ATTEST:

Donald W. Hall
~~Asst~~ Secretary

OIL RESOURCES INCORPORATED

Richard Hoefle
Vice President

STATE OF MONTANA)
) SS.
COUNTY OF YELLOWSTONE)

On this 29 day of November, A. D. 19 73, before me personally appeared RICHARD C. HOEFLE, to me personally known, who, being by me duly sworn, did say that he is the Vice President of OIL RESOURCES INCORPORATED, 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 said RICHARD C. HOEFLE acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29 day of November, A. D. 19 73.

My Commission Expires:
October 19, 1974

Notary Public for the State of Montana
Residing at: Billings, Montana

98

ORIGINAL 99

Form No. LNH -2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

USA Wyoming-053451

This Overriding Royalty Assignment, made this 29 day of November, 19 73, by and between

OIL RESOURCES INCORPORATED

whose address is P. O. Box 986, Billings, Montana 59103

hereinafter called ~~Lessor~~ Assignor, and, Dick V. Welch,

whose address is 10465 Melody Drive, Denver, Colorado 80234,

hereinafter called Assignee:

Witnesseth:

Whereas, ~~Lessor~~ Assignor is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated August 1, 19 50,

bearing Serial No. USA W-053451, 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:

Township 28 North, Range 112 West, 6th P.M.
Section 10: NW/4

145217

RECORDED Oct 24 19 71 9H M
IN BOOK 51 O & G PAGE 99
FEES $ 3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, Therefore, in consideration of the premises and the sum of Ten and More Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, ~~Lessor~~ Assignor, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One half of one percent (1/2 of 1%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be ~~subject to~~ the Overriding Royalty interest hereby assigned shall be subject to its share of net proceeds and other ad valorem type property taxes.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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~~ Assignor or Assignor's successors or assigns.

IN WITNESS WHEREOF, ~~Lessor~~ Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Assignor

ATTEST:

Donald W. Hall
Asst Secretary

OIL RESOURCES INCORPORATED

Richard C. Hoefle
Vice President

STATE OF MONTANA)
) SS.
COUNTY OF YELLOWSTONE)

On this 29 day of November, A. D. 19 73, before me personally appeared RICHARD C. HOEFLE, to me personally known, who, being by me duly sworn, did say that he is the Vice President of OIL RESOURCES INCORPORATED, 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 said RICHARD C. HOEFLE acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29 day of November, A. D. 19 73.

My Commission Expires:
[redacted]ber 19, 1974

[redacted] Notary Public for the State of M[redacted]a
Residing at: Billings, Montan[redacted]

Form No. LNH -2

ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

~~USA Wyoming 039913 (A)~~

This Overriding Royalty Assignment, made this 29 day of November, 19 73, by and between

OIL RESOURCES INCORPORATED

whose address is P.O. Box 986, Billings, Montana 59103

hereinafter called ~~Lessee~~ Assignor, and, Dick V. Welch,

whose address is 10465 Melody Drive, Denver, Colorado 80234,

hereinafter called Assignee:

Witnesseth:

Whereas, ~~XX~~ Assignor is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated November 1, 19 56

bearing Serial No. USA W-039913(A), 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:

Township 28 North, Range 112 West, P.M.
Section 10: E/2NE/4
Section 11: W/2NW/4

145218

RECORDED Oct 24 19 74 9 H M
IN BOOK 57 Misc PAGE 100
FEES $2.00 Vernice R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, Therefore, in consideration of the premises and the sum of Ten and More Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, ~~Lessee~~ Assignor hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One Percent (1%) 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~~ the Overriding Royalty interest hereby assigned shall be subject to its share of net proceeds and other ad valorem type property taxes.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 Assignor or Assignor's successors or assigns.

IN WITNESS WHEREOF, ~~Lessee~~ Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

ATTEST:

Donald W. Hearn
Asst Secretary

OIL RESOURCES INCORPORATED

Richard C. Hoefle
Vice President

STATE OF MONTANA)
) SS.
COUNTY OF YELLOWSTONE)

On this 29 day of November, A. D. 19 73, before me personally appeared RICHARD C. HOEFLE, to me personally known, who, being by me duly sworn, did say that he is the Vice President of OIL RESOURCES INCORPORATED, 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 said RICHARD C. HOEFLE acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29 day of November, A. D. 19 73.

My Commission Expires:
October 19, 1974

Elaine K. Stutz
Notary Public for the State of Montana
Residing at: Billings, Montana

100

ORIGINAL

101

orm No. LNH -2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

USA Wyoming-0111198

This Overriding Royalty Assignment, made this 29 day of November, 19 73, by and between

OIL RESOURCES INCORPORATED

whose address is P.O. Box 986, Billings, Montana 59103

hereinafter called ~~Lessor~~ Assignor; and, Dick V. Welch,

whose address is 10465 Melody Drive, Denver, Colorado 80234,

hereinafter called Assignee:

Witnesseth:

Whereas, ~~Lessor~~ Assignor is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated December 1, 19 64

bearing Serial No. USA W-0111198, 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:

Township 28 North, Range 112 West, 6th P.M.
Section 10: SW/4NE/4, SE/4
Section 11: E/2NW/4, N/2SW/4

145219

RECORDED Jul 24 1974 9 A M
IN BOOK 51 R 84 PAGE 101
FEES $2.00 Vivian R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, Therefore, in consideration of the premises and the sum of Ten and More Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, ~~Lessor~~ Assignor, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One Percent (1%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be ~~subject to~~ the Overriding Royalty interest hereby assigned shall be subject to its share of net proceeds and other ad valorem type property taxes.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 ~~Lessor~~ or ~~Lessor's~~ Assignor successors or assigns. Assignor's

IN WITNESS WHEREOF, ~~Lessor~~ Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

ATTEST:

Donald W. Hoefle
Asst Secretary

OIL RESOURCES INCORPORATED

[signature]
Vice President

STATE OF MONTANA)
) SS.
COUNTY OF YELLOWSTONE)

On this 29 day of November, A. D. 19 73, before me personally appeared RICHARD C. HOEFLE, to me personally known, who, being by me duly sworn, did say that he is the Vice President of OIL RESOURCES INCORPORATED, 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 said RICHARD C. HOEFLE acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29 day of November, A. D. 19 73.

My Commission Expires:
October 19, 1974

[signature]
Notary Public for the State of Montana
Residing at: Billings, Montana

OVERRIDING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That OIL RESOURCES INCORPORATED of P.O. Box 986, Billings, Montana, hereinafter called the Grantor (whether one or more) for and in consideration of the sum of Ten and More Dollars, and other goood and valuable considerations, in hand paid by Dick V. Welch of 10465 Melody Drive, Denver, Colorado, hereinafter called Grantee, the receipt of which is hereby acknowledged and confessed, does hereby sell, assign, transfer, convey and set over unto the said Grantee an overriding royalty interest of - - - - One Percent (1%) - - - - - - - - of all the oil, gas and other minerals produced and saved from the hereinafter described lands located in the County of Sublette, State of Wyoming, to-wit:

Township 28 North - Range 112 West, 6th P.M.

Section 11: SW/4SW/4
Containing 40.0 acres, more or less

145220

RECORDED Oct 24 1974 9 A.M.
IN BOOK 51 O&G PAGE 102
FEES $2.00 Elmer R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

TO HAVE AND TO HOLD unto the said Grantee, his heirs, administrators, and assigns, said overriding royalty interest as above set forth, the said oil, gas and other minerals so produced and saved from said lands to be delivered free of cost to the royalty owner in the pipe line serving said premises or tanks erected thereupon for the purpose of storing said products; and Grantor does hereby assign said overriding royalty interest under the lease now covering said lands as well as any lease extensions that may hereafter be made covering said premises, and does agree to warrant and defend the title to the same and that Grantor has lawful authority to sell and convey said overriding interest;

WITNESS Our hands this 28 day of November, 1973.

Attest: Assistant Secretary

OIL RESOURCES INCORPORATED
By: Vice President

STATE OF MONTANA)
)SS.
COUNTY OF YELLOWSTONE)

On this 28 day of November, 1973, before me appeared RICHARD C. HOEFLE, to me personally known, who being by me duly sworn did say: that he is the Vice President of OIL RESOURCES INCORPORATED, a corporation, and that the seal affixed to the above 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 that said Richard C. Hoefle acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 28 day of November, 1973.

My Commission Expires
October 19, 1974

Notary Public for the State of Montana
Residing at Billings, Montana

[redacted] - 145273 [redacted]idian Ridge

RECORDED Oct 28 1974 10:10 AM
IN BOOK 51 Oil & Gas PAGE 104
FEES $2.00 Amanda Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BELCO 1971 OIL AND GAS FUND, LTD., by BELCO PETROLEUM CORPORATION its General Partner, 8707 Katy Freeway, Houston, Texas, 77024, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby RELEASE, RELINQUISH and SURRENDER unto the Lessors hereinafter identified, their heirs, administrators, successors or assigns, all their right, title and interest in and to the Oil and Gas Lease dated September 24, 1970, from Doyle Twitchell and Isabelle Twitchell, husband and wife, as Lessor, and Carl W. Klaenhammer, as Lessee, recorded in Book 45, Page 534 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands, to-wit:

Township 27 North, Range 115 West, 6th P.M.

All of Tracts 41A, 41B, 41C and 41D

containing 160.00 acres, more or less

IN WITNESS WHEREOF, this instrument is executed this 7th day of October, 1974.

BELCO 1971 OIL AND GAS FUND, LTD.,
by BELCO PETROLEUM CORPORATION
its General Partner

By John L. Schneider, Jr.
John L. Schneider, Jr.
Attorney-in-Fact

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN L. SCHNEIDER, JR., as Attorney-in-Fact of BELCO PETROLEUM CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, acting in the capacity therein stated.

GIVEN under my hand and seal of office on this 7th day of October, 1974.

Beverly M Estes
Notary Public in and for
Harris County, Texas

Beverly M. Estes

My Commission Expires:
June 1, 1975

ASSIGNMENT OF OVERRIDING ROYALTY
STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That C & K PETROLEUM, INC., 1600 Broadway - Suite 1700, Denver, Colorado 80202, Assignor, is the owner of that certain State of Wyoming Oil and Gas Lease bearing Serial Number 74-28289 and covering lands situate in Sublette County, Wyoming, described as follows:

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

Section 16: All
Section 32: NE¼SE¼, SW¼SE¼

and containing 720.00 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, C & K PETROLEUM, INC., hereinafter called "Assignor," does hereby sell, assign, transfer, set over and convey jointly in equal shares to DORMAN E.FOLLOWWILL (3360 Loyola Court, Boulder, Colorado 80303) and C. DENNIS IRWIN, JR. (465 South 43rd Street, Boulder, Colorado 80303), hereinafter called "Assignee", an overriding royalty equal to 1½% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of that certain oil and gas lease listed above insofar as same covers the oil and gas leasehold estate as to the lands described therein.

Assignor, its successors and assigns, without further consent or approval of Assignee, shall have the right and power to pool or unitize the overriding royalty interest hereby assigned to the same extent and in the same manner as Lessor's interest may be pooled into such units as it may be deemed advisable for the production and development of oil or gas.

In the event the lease hereto covers less than the full and undivided mineral interest in the lands described in such lease, then the overriding royalty herein conveyed as to such lease and lands shall be proportionately reduced.

Said overriding royalty shall bear its proportionate share of any ad valorem taxes or similar taxes imposed upon any oil, gas and mineral estate in the lands covered hereunder and shall bear its proportionate share of any taxes assessed on the oil and gas attributable to said overriding royalty or the value thereof, or for or on account of the production or sale thereof, including any so-called gross production or severance taxes.

Assignor does not warrant title to the overriding royalty interest herein conveyed nor does Assignor agree to maintain this lease by payment of rentals or otherwise. The said overriding royalty interest herein assigned shall also apply to any renewals of the above described oil and gas lease. For this purpose, a renewal lease shall include any new oil and gas lease covering lands subject hereto which is acquired by Assignor within 90 days after the lapse or termination of such prior lease.

145274

RECORDED Oct 28 1974 9:00 AM
IN BOOK 51 O & G PAGE 105
FEES $3.00 Kenneth Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

IN WITNESS WHEREOF, this instrument is executed this 15th day of October, 1974.

ATTEST:

C & K PETROLEUM, INC.

Assistant Secretary
Gerald Van Hook

BY
W. C. Tillett, Vice President

* * * * * * * * * *

STATE OF COLORADO)
) ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of October, 1974, by W. C. TILLETT as Vice President, and GERALD VAN HOOK as Assistant Secretary of C & K PETROLEUM, INC., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 24, 1977

Laurel J. Brown
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

ON

FEDERAL LEASES

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway, Suite 1700, Denver, Colorado 80202, is the owner of certain Bureau of Land Management oil and gas leases covering all oil, gas, casinghead gas and other hydrocarbon substances which may be produced and saved from lands described in Exhibit "A" attached hereto and by this reference made a part hereof, said leases and lands being located in the the Counties of Lincoln, Sweetwater, and Sublette, State of Wyoming.

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, C & K PETROLEUM, INC., hereinafter call "Assignor," does hereby sell, assign, transfer, set over and convey jointly in equal shares to DORMAN E. FOLLOWWILL (3360 Loyola Court, Boulder, Colorado 80303) and C. DENNIS IRWIN, JR. (465 South 43rd Street, Boulder, Colorado 80303), hereinafter called "Assignees," an overriding royalty equal to 1½% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of those certain oil and gas leases listed in the attached Exhibit "A" insofar as same cover the oil and gas leasehold estate as to the lands described therein.

Assignor, its successors and assigns, without further consent or approval of Assignees, shall have the right and power to pool or unitize any overriding royalty interest hereby assigned to the same extent and in the same manner as any lessor's interest may be pooled into such units as it may be deemed advisable for the production and development of oil or gas.

In the event any lease hereto covers less than the full and undivided mineral interest in the lands described in such lease, then the overriding royalty herein conveyed as to such lease and lands shall be proportionately reduced.

Said overriding royalty shall bear its proportionate share of any ad valorem taxes or similar taxes imposed upon any oil, gas and mineral estate in the lands covered hereunder and shall bear its proportionate share of any taxes assessed on the oil and gas attributable to said overriding royalty or the value thereof, or for or on account of the production or sale thereof, including any so-called gross production or severance taxes.

Assignor does not warrant title to the overriding royalty interest herein conveyed nor does Assignor agree to maintain these leases by payment of rentals or otherwise. The said overriding royalty interest herein assigned shall also apply to any renewals of the oil and gas leases and lands described in the attached Exhibit "A"; for this purpose, a renewal lease shall include any new oil and gas lease covering lands subject hereto which is acquired by Assignor within 90 days after the lapse or termination of such prior lease.

145275

RECORDED Oct 28 1974 9 11 - M
IN BOOK 5109 PAGE 107
FEES $ 4.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY [redacted] ALE, WYOMING

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 royaltyies 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.

IN WITNESS WHEREOF, this instrument is executed this 15th day of October, 1974.

ATTEST:

Assistant Secretary
Gerald Van Hook

C & K PETROLEUM, INC.

BY _____
W.C. Tillett, Vice President

* * * * * * * * * * * * *

STATE OF COLORADO)
) ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of October, 1974, by W. C. Tillett as Vice President, and Gerald Van Hook, as Assistant Secretary of C & K PETROLEUM, INC., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 24, 1977.

Laurel J. Braun
Notary Public

STATE OF WYOMING
COUNTIES OF LINCOLN, SWEETWATER & SUBLETTE

EXHIBIT "A"

Attached to and made a part of
Assignment of Overriding Royalty
on Federal Leases from
C & K PETROLEUM, INC. to DORMAN E. FOLLOWILL and C. DENNIS IRWIN, JR.
dated October 15, 1974

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION
W-216	USA W-36401	Mountain Petroleum, Ltd.	10-1-72	Township 24 North - Range 103 West, 6th P.M. Section 5: S½SW¼, SW¼SE¼ Section 7: Lots 3,4, NW¼NE¼, SE¼NW¼
W-217	USA W-44806	C & K Petroleum, Inc.	5-1-74	Township 28 North - Range 114 West, 6th P.M. Section 21: SW¼NW¼
W-224	USA W-42786	Hilde Deemar	1-1-74	Township 15 North - Range 112 West, 6th P.M. Section 24: E½NE¼
W-242	USA W-43866	Henry J. Folse	3-1-74	Township 26 North - Range 111 West, 6th P.M. Section 1: Lots 1,2,3, S½N½, S½ Section 13: E½
W-254	USA W-46570	R. K. Cramer	8-1-74	Township 30 North - Range 112 West, 6th P.M. Section 32: NW¼SE¼
W-263	USA W-46995	John R. Groom, Jr.	9-1-74	Township 26 North - Range 113 West, 6th P.M. Section 21: Lot 5 Section 32: NW¼, N½SW¼, SW¼SW¼
W-267	USA W-46957	Charlotte Hahn	9-1-74	Township 12 North - Range 103 West, 6th P.M. Section 12: SE¼SE¼ Section 13: Lots 3,4, N½S½ Section 14: Lot 5, NE¼SE¼
W-276	USA W-47399	Olga Jacobs	10-1-74	Township 24 North - Range 111 West, 6th P.M. Section 14: W½ Section 15: All Section 21: All Section 22: All

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 74, by and between Harold E. Schooley and Berniece A. Schooley, Husband and Wife

of Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and Exxon Corporation, P. O. Box 2305 of Houston, Texas 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North : Range 109 West, 6th P. M.
Section 27 : NW¼SE¼

145305

RECORDED Oct 31 19 74 1:00 P M
IN BOOK 51 O&G PAGE 113
FEES 3.00 Thomas K Eblen COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section XXX, Township XXX, Range XXXX, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 40.00 Five (5) acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XX~~/(10) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Forty and No/100 DOLLARS ($ 40.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

123022-001

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Harold E. Schooley — Harold E. Schooley

Bernice A. Schooley — Bernice A. Schooley

Social Security # 505-03-8409

STATE OF Wyoming } SS.
COUNTY OF Sublette }

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by Harold E. Schooley and Bernice A. Schooley, H & W

this 23rd day of October, 1974.

WITNESS my hand and official seal.

J B Beacom
Notary Public

My commission expires:
February 7, 1976

STATE OF } SS.
COUNTY OF }

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by .....

this ..... day of ....., 19..... .

WITNESS my hand and official seal.

Notary Public

My commission expires:

.....

STATE OF } SS.
COUNTY OF }

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by ..... as .....

of .....

this of ..... day of..... , 19..... .

WITNESS my hand and official seal.

Notary Public

My commission expires:

.....

STATE OF } SS.
COUNTY OF }

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ....M and recorded in Book ..... at Page ..... of the records of this office.

Register of Deeds — By ..... Deputy

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

Producers 88—[redacted]
Wyoming (U)
(12-56)

OIL AND [redacted]S LEASE

[redacted]

THIS AGREEMENT, made and entered into this 23rd day of October, 19 74, by and between Lillian G. Tyler, a widow

of P. O. Box 273, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and Exxon Corporation, P. O. Box 2305 of Houston, Texas 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North : Range 110 West, 6th P. M.
Section 22 : SW¼SE¼
Section 26 : All
Section 27 : E½, E½W½
Section 34 : NE¼NE¼, NE¼NW¼
Section 35 : N½NW¼, NE¼NE¼

145396

RECORDED Oct 31 1974 10 P M
IN BOOK 51 O & G PAGE 112
FEES 3.00 Linda K Eland COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section xxx, Township xxx, Range xxx, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,360.00 (Five (5)) acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~xx/xx~~ years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the First National Bank of Pinedale Bank at Pinedale, Wyoming 82941 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Thirteen Hundred Sixty and No/100 DOLLARS ($ 1,360.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

623023-001

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Lillian G. Tyler

Lillian G. Tyler

Social Security # 520-42-9667

STATE OF Wyoming } SS.
COUNTY OF Sublette }

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by Lillian G. Tyler, a widow,

this 23rd day of October, 1974.

WITNESS my hand and official seal.

J. B. Beasley

Notary Public

My commission expires:

February 23, 1976

STATE OF } SS.
COUNTY OF }

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by .....,

this ..... day of ....., 19..... .

WITNESS my hand and official seal.

.....

Notary Public

My commission expires:

.....

STATE OF } SS.
COUNTY OF }

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by .....

..... as .....

of .....

this of ..... day of ....., 19..... .

WITNESS my hand and official seal.

.....

Notary Public

My commission expires:

.....

STATE OF } SS.
COUNTY OF }

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ..M and recorded in Book ..... at Page ..... of the records of this office.

..... By .....

Register of Deeds — Deputy

AFTER RECO[redacted]RETURN TO: [redacted]

Producers 88—Rev [redacted]
Wyoming (U)
(12-56)

OIL AND [redacted] LEASE

[redacted]

THIS AGREEMENT, made and entered into this 24th day of October, 19 74, by and between Keith E. Anderson and Mary Hill Anderson, Husband and Wife

of Cora, Wyoming 82925, hereinafter called lessor (whether one or more), and Exxon Corporation, P. O. Box 2305 of Houston, Texas 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit.

Township 34 North : Range 110 West, 6th P. M.
Section 3 : SW¼SW¼

145307

RECORDED Oct 31 19 74 1:10 P M
IN BOOK 51 D & 9 PAGE 114
FEES 3.00
SUBLETTE COUNTY CLERK

of Section xxx, Township xxx, Range xxx, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 40.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~Xxx/(xx)~~ Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the First National Bank of Pinedale Bank at Pinedale, Wyoming 82941 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Forty and No/100 DOLLARS ($ 40.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

623024 001

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Keith E Anderson

Keith E. Anderson

Mary Hill Anderson

Mary Hill Anderson

Social Security # 520-03-0770

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by Keith E. Anderson and Mary Hill Anderson, H & W

this 24th day of October, 19 74.

WITNESS my hand and official seal.

J B Beasley

Notary Public

My commission expires:
February 7, 1976

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by .....

this ..... day of ....., 19..... .

WITNESS my hand and official seal.

Notary Public

My commission expires:

.....

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by .....

..... as .....

of .....

this of ..... day of....., 19..... .

WITNESS my hand and official seal.

Notary Public

My commission expires:

.....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ...M and recorded in Book ..... at Page ..... of the records of this office.

Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 25th day of October, 19 74, by and between
Noble Brothers, Inc., A Wyoming Corporation

of Cora, Wyoming 82941, hereinafter called lessor (whether one or more), and
Exxon Corporation, P. O. Box 2305 of Houston, Texas 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North : Range 110 West, 6th P. M.
Section 4 : Lot 1 (36.34 acres), SE¼NE¼

145308

RECORDED 0037 1974 1:00 P M.
IN BOOK 51 DEQ. PAGE 116
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section XXX, Township XXX, Range XXX, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 76.34 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XX~~ Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Seventy Six and 34/100 DOLLARS ($ 76.34), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

623025-001

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

Attached rider made a part hereof:

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

ATTEST:

By: Margaret A Noble
Margaret A. Noble

NOBLE BROTHERS, INC.

By: Jim Noble
Jim Noble President

Tax I. D. # 83-0188007

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

WITNESS my hand and official seal.

.....
Notary Public

My commission expires:

.....

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

WITNESS my hand and official seal.

.....
Notary Public

My commission expires:

.....

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Jim Noble
as President
of Noble Brothers, Inc.
this of 25th day of October, 19 74.

WITNESS my hand and official seal.

J R Beasley
Notary Public

My commission expires:
February 7, 1976

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ....M and recorded in Book ..... at Page ..... of the records of this office.

Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

117

RIDER TO OIL & GAS LEASE

This rider is attached to and made a part of Oil & Gas Lease dated October 25, 1974, executed by Noble Brothers, Inc., A Wyoming Corporation as Lessor to the Exxon Corporation as Lessee.

In the event of the commencement of a drilling operation or the construction of a roadway upon the leased premises, the Lessee shall:

(A) Consult with Lessor as to the location of the drillsite or roadway and as to the timing to the end insofar as may be reasonbly possible and undue interferrence with Lessor's ranching operations will be avoided or minimized;

(B) So pland and construct its pits or tanks for the containment of oil, water, mud or other waste material, that the same are reasonably considered to be leak-proof and proper and in accordance with all applicable laws and regulations; and

(C) Upon completion, properly level the land and restore the leased premises to their former condition, as nearly as may be practicable, unless Lessor desires that the roadway be left for Lessor's use.

Lessee shall not drill seismic holes within 1,000 feet of any existing water well of the Lessor, unless Lessor shall gibe written permission to such closer drilling, and all seismic holes shall be properly plugged in accordance with existing laws and regulations.

L. N.

Initialed for Identification

(11 S)
623025-001

Form Rat. 3

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

119

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned James T. Noble and Margaret Ann Noble, Husband and Wife

Carroll L. Noble and Ruth A. Noble, Husband and Wife, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 25th day of October, 19 74, between Noble Brothers, Inc., A Wyoming Corporation

, as lessor, and Exxon Corporation, as lessee, covering all of that certain tract of land situate in the county of Sublette, State of Wyoming, described as follows:

Township 34 North : Range 110 West, 6th P. M.
Section 4 : Lot 1, SE¼NE¼

145309

RECORDED Oct. 31 19 74 7:00 PM
IN BOOK 51 & 9 PAGE 119
FEES 3.00 Emma R. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

and do hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Noble Brothers, Inc.

its heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25th day of October, 19 74.

James T. Noble
James T. Noble

Margaret Ann Noble
Margaret Ann Noble

Carroll L. Noble
Carroll L. Noble

Ruth A. Noble
Ruth A. Noble

623025-001

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, J. R. Beasley a Notary Public, in and for said County and State, on this 25 day of October, 19 74, personally appeared James T. Noble & Margaret Ann Noble, H&W

and Carroll L. Noble and Ruth A. Noble, H&W

, 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 7, 1976

J. R. Beasley
Notary Public.

Residing at Casper, Wyoming

STATE OF }
COUNTY OF } ss.

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

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

and

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

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

My Commission Expires

Notary Public.

Residing at

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said 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,

This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

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 45845
(Serial Number)

Name
Street
City
State
Zip Code

Beverly C. Pendleton
7098 South Cook Ct.
Littleton, Coloredo 80120

This lease is subject to the [illegible] of the Geological Survey [illegible] oil or gas field [illegible] 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.36 N., R. 112 W., 6th Prin. Mer.
Sec. 7: Lots 1, 2, 3, 4, E½, E½W½
Sec. 8: N½

145314

RECORDED November 1 1974 10:30 A.M
IN BOOK 51 Oil & Gas PAGE 122
FEES $3.00 Gwen R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 958.20 acres	Annual Rental . . . . . $ 479.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JUL 1 1974

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Gas Section
(Title)

June 17, 1974
(Date)

612165 122

FOR CLAIMANT

LEASE TERMS

AMOCO PRODUCTION COMPANY
DENVER, COLORADO

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 [43 CFR Part 3120].

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, or 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 [redacted]rs, 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 [redacted]tion or expiration of this lease, or at any other t[redacted]ereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, 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 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)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec[redacted] and 433, Title 18 U.S. Code relating to contract[redacted]o and form a part of this lease so far as the same ma[redacted]ble.

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by Tallack's Inc., Denver–266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-45845

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

145315

RECORDED November 1 1974 10:30 AM
IN BOOK 51 Oil & Gas PAGE 124
FEES $ 4.00 Connie R. Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1. Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) 7-1-74, 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 36 North, Range 112 West
Section 7: Lots 1, 2, 3, 4, E/2, E/2 W/2
Section 8: N/2

Containing 953.20 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.) Three percent of eight-eights (3% of 8/8) to include all previously reserved ORR burdens.

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 5th day of JUNE, 1974

Beverly C. Pendleton
(Assignor's Signature)

(Assignor's Address)
1410 Security Life 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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective AUG 1 1974

By [signature]
(Authorized Officer)

Chief, Br. of
Eas Section
(Title)

OCT 24 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

124/65

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 .....
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

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.

REASSIGNMENT RIDER

Attached to and made a part of assignment dated 5th day of JUNE, 19 74, covering M-45345

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 forty-five (45) 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 Beverly C. Pendleton, 1410 Security Life Building, Denver, Colorado 80202 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 Beverly C. Pendleton
Beverly C. Pendleton

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 12th day of September 19 74

by and between W. L. Bain a/k/a Butch Bain and Barbara Bain, husband and wife
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. 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:

Township 35 North, Range 112 West
Section 7: SE/4 NE/4
Section 8: N/2 SW/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4
Section 9: W/2 SW/4, SE/4 SW/4

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 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 ~~XXXX~~ at Jackson, Wyoming 83001 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 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-

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)

X W. L. Bain (SEAL)
W. L. Bain a/k/a Butch Bain (SEAL)
X Barbara Bain (SEAL)
Barbara Bain (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 18th day of September, 19 74, personally appeared W. L. Bain and Barbara Bain, 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 WHEREOE, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 1-6-75
Term

Aune R. Clark, Sublette County Clerk
by: _____ Deputy

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

_____, 19__

Block _____ Addition _____

Township _____ Range _____

County _____

_____ acres _____ Term _____

STATE OF _____ } SS.
COUNTY OF _____

This instrument was filed for record on the _____ day of _____, 19__, at _____ o'clock ____M., and duly recorded in Book _____, Page _____ of the records of this office.

_____
County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to

145329

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

(Par.) Lse. 8-34031 (Key File) Canc. 10-74

129

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 21st day of October, 19 74

145330

RECORDED November 4 19 74 1:52 P.M.
IN BOOK 51 Oil + Gas PAGE 129
FEES $ 5.75 Irene R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

GULF OIL CORPORATION
By P. A. Weirich Attorney in Fact

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 _____

ACKNOWLEDGMENT—ATTORNEY IN FACT

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.

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 21st day of October, 19 74.

Witness my hand and official seal.

John L. Cantell
Notary Public

My commission expires My Commission Expires August 7, 1976

[redacted] [redacted] [redacted] No. 1

Sublette County, State of Wyoming

Description

Lease No. 8-34031-00
Date March 25, 1974
Lessor Bousman Livestock Inc.
Lessee Gulf Oil Corporation
Recorded - Book 50 Page 545

For description see below

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.

Date
Lessor
Lessee
Recorded - Book Page

Lease No. 8-34048-00
Date March 27, 1974
Lessor Robert G. Lozier and Alice Lozier
Lessee Gulf Oil Corporation
Recorded - Book 50 Page 548

32N-108W, 6th P.M.
Sec. 3: SW/4, west 2/3 W/2 SW/4
Sec. 4: SE/4
Sec. 9: N/2 NE/4
Sec. 10: N/2 NW/4, west 2/3 NW/4 NE/4,
560 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

GULF OIL CORPORATION
600 Oklahoma Mortgage Bldg.
Oklahoma City, Okla. 73102

Producers 88—Revised
Wyoming (U)
(12-56)

121 OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 74, by and between Frank Tyler jr. and Lois Tyler, Husband and Wife

of P. O. Box 317, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and Exxon Corporation, P. O. Box 2305 of Houston, Texas 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North : Range 110 West, 6th P. M.
Section 22 : SW¼SE¼
Section 26 : All
Section 27 : E½, E½W½
Section 34 : NE¼NE¼, NE¼NW¼
Section 35 : N½NW¼, NE¼NE¼

of Section XXX, Township XXX, Range XXX, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,360.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~Xx~~ Five (~~X~~5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Rock Springs Bank at Rock Springs, Wyoming 82901 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Thirteen Hundred Sixty and No/100 DOLLARS ($ 1,360.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

G23033-001

[redacted] [redacted] [redacted]

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Frank Tyler Jr
Frank Tyler Jr.

Lois Tyler
Lois Tyler

Social Security # 520-32-2232

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Individual–Wyo.)

The foregoing instrument was acknowledged before me by Frank Tyler jr. and Lois Tyler, H & W

this 23rd day of October, 19 74.

WITNESS my hand and official seal.

J B Beasley
Notary Public

My commission expires:
February 17, 1976

STATE OF }
COUNTY OF } SS.

(Individual–Wyo.)

The foregoing instrument was acknowledged before me by

this day of , 19 .

WITNESS my hand and official seal.

Notary Public

My commission expires:

145337

RECORDED Nov. 5 19 74 9:20 AM
IN BOOK 51 Oil & Gas PAGE 131
FEES 3.00 Anne R. C. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF }
COUNTY OF } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by

as

of

this of day of , 19 .

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF }
COUNTY OF } SS.

(Certificate of Recording)

This instrument was filed for record on the day of , 19 at o'clock M

and recorded in Book at Page of the records of this office.

Register of Deeds

By
Deputy

AFTER RECORDING, RETURN TO:

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL & GAS LEASE W 47006
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 80203	1.0%

Being in all a total of an undivided 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 Prin Mer

Sec. 12: SW¼
Sec. 13: S½ (less portion in HES 237)
Sec. 24: S½NE¼, SE¼NW¼, W½NE¼NW¼

containing 526.00 acres, more or less.

WITNESS my hand this 10th day of October, 1974.

Joseph S. Sprinkle
Joseph S. Sprinkle

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 10th day of October, 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: ~~Expires June 1, 1977.~~

Notary Public

Residing at: Denver, Colo.

145348

RECORDED Nov 7 1974 900 A M
IN BOOK 51 Oil & Gas Page 134
FEES $2.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING

125

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-45870

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That R. K. Cramer
1150 Petroleum Club Bldg.
Denver, Colorado 80202
, 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
Joseph S. Sprinkle	555 - 17th Street Denver, Colorado 80202	1-3/4% ORR

145353

RECORDED Nov. 8 1974 9:00 AM
IN BOOK 51 Oil & Gas Leases PAGE 135
FEES $3.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Being in all a total of an undivided one and three-fourths percent (1-3/4%) 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 36 North, Range 114 West, 6th PM
Section 7: E/2, E/2 W/2
Section 17: W/2
Section 18: Lots 2,3,4, E/2, E/2 W/2

Containing 1386.24 acres, more or less.

WITNESS our hands this 15th day of July, 1974

Witnesses:

R. K. Cramer

STATE OF COLORADO
CITY &
COUNTY OF DENVER } ss.

On the 15TH day of July, 1974, before me personally appeared R. K. Cramer the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
My Commission expires Aug. 14, 1977

Notary Public
Residing in Denver, Colorado

OIL & GAS FORM NO. 5

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: Assignee:

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted] [redacted] [redacted]

HBC—4-1-64-C-Federal

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 4th day of November, 1974, by and between ROBERT S. GATES, a single man,

whose address is P. O. Box 516, Artesia, New Mexico 88210

hereinafter referred to as "Assignor" (whether one or more), and

FRANKLIN, ASTON & FAIR, INC.

whose address is P. O. Box 1090, Roswell, New Mexico 88201

herinafter referred to as "Assignee" (whether one or more).

WITNESSETH:

Assignor, for and in consideration of the sum of $10.00 and other cash Dollars paid by Assignee, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, bargain, sell, assign, transfer, set over and convey unto Assignee, Assignee's heirs, personal representatives, successors and assigns that certain Oil and Gas Lease made and entered into on the 1st day of November, 1974, from the United States, as Lessor, bearing Serial No. W-47817, insofar as said lease covers and affects the following described lands situated in Sublette County, Wyoming, to wit:

Township 27 North, Range 111 West, 6th P. M.

Section 24: $SW\frac{1}{4}$

Containing 160.00 acres, more or less,

145435

RECORDED November 14 1974 9:10 A M
IN BOOK 51 Oil & Gas PAGE 138
FEES $3.00 Anna R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

together with all rights and privileges thereunder or appurtenant thereto, subject, however, to the following:

Assignor hereby excepts and reserves an obligation equal to $ 700.00 per acre for the number of acres assigned hereby, the same to be paid out of Four Per Cent (4%) of 8/8ths of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions or renewals thereof. All payments made on account of said obligation shall be computed and paid at the same time and in the same manner as royalties payable to the United States under the terms of said lease are computed and paid, and Assignor shall be responsible for Assignor's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom, but only the net amount received by Assignor shall be credited upon said obligation. Said obligation shall be the total obligation for which Assignee is obligated and shall include all overriding royalties or other obligations payable out of production, if any, heretofore created and payable out of production of oil and gas from said land. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

signee should at any time desire to surrender the lease to the United States as to all or any the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the hat to be surrendered at least forty-five (45) days prior to (a) the time for the payment of nnual rental under the terms of the lease or any extension or renewal thereof or (b) the ex- f the lease if it may be extended or renewed other than by drilling operations. If Assignor to accept the reassignment within ten (10) days from the time it is tendered, Assignee shall be urrender the lease as to such lands. If the reassignment is accepted by Assignor, Assignor shall ld and protect Assignee harmless from all rentals and liability of whatsoever character subse- accruing with respect to the lands covered by the reassignment.

ssignor covenants with Assignee that Assignor is the lawful owner of, has good title to, and has the to convey the lease free and clear of all liens, encumbrances and obligations except those referred ve, that the lease is valid and is in good standing, that all rentals and royalties due thereunder have paid, and that Assignor will warrant and defend the title thereto to Assignee and Assignee's heirs, nal representatives, successors and assigns against the lawful claims and demands of all persons, through or under Assignor but against none other.

Executed in multi-counterparts as of the day and year first above written.

Robert S. Gates
ROBERT S. GATES

ATE OF NEW MEXICO } ss
OUNTY OF EDDY

The foregoing instrument was acknowledged before me this 11TH day of November , 1974 ,

ROBERT S. GATES, a single man.

Sharon K. Hickey
Notary Public

My Commission Expires:

11-1-77

STATE OF } ss
COUNTY OF

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

by

Notary Public

My Commission Expires:

STATE OF } ss
COUNTY OF

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

, President of

a corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT, the undersigned, PINEDALE CORPORATION, 60 Broad Street, New York, New York 10004, Assignor, 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, does hereby SELL, ASSIGN, TRANSFER AND SET OVER unto:

RAINBOW RESOURCES, INC.
515 Lakeside National Bank Building
Denver, Colorado 80212

Assignee, an undivided 4.267% right, title and interest in and to the Oil and Gas Leases described in EXHIBIT "A", of 14 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 16th day of September, A.D. 1974.

PINEDALE CORPORATION

By _____
Vice President

ATTEST:

_____
Assistant Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 16th day of September, A.D. 1974, before me personally appeared MAURITS E. EDERSHEIM, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Pinedale 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 MAURITS E. EDERSHEIM acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of September, A.D. 1974.

IRENE B. MINELLI
Notary Public, State of New York
No. 24-4523694
Qualified in Kings County
Commission Expires March 30, 1976

My Commission expires:

_____
Notary Public

RECORDED Nov 18 1974 11:30 AM
IN BOOK 51 Misc Rec PAGE 140
FEES $3.50 Annie R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

145505

WASD — 38
PACIFIC CRK - 1 - WYO
SUBLETTE FLATS - 1

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, 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
WF-892 /310 4-110	Richard D. Wilson, et al	Erving Wolf	4/10/67	T. 34N., R. 109W., 6th P.M. Sec. 32: NW¼NE¼, NE¼NW¼, S½NW¼	41	329
WF-895 /308 4-108	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
396 /316 4-116	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
WF-898 /315 4-115	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
WF-899 /314 4-114	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 September 16, 1974 between Pinedale Corporation, Assignor, 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
WF-900 WY 2183 4-118	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
WF-901 1202 -24	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
WF-902 1317 4-117	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 [redacted]e 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' [redacted]st 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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, 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

WF-902 (continued)

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, 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 SW¼SE¼ 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 East 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 North 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, and 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).

And 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, containing 16.16 acres, more or less.

[redacted] 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 [redacted]nty 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 [redacted]111 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. 179.8 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 area of .49 acres, more or less.

And 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 NE¼SW¼ Section 29, T. 34 N. R. 109 W.

And 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 S½NW¼ Section 29, T. 34 N. R. 109 W.

And 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 W½NW¼, Section 29, T. 34 N. R. 109 W.

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

Case No.	Lessor	Lessee	Date of Lease	Description	Recorded in Sublette County, Wyoming Book	Page
WF-903 WY-1313 4-113	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
WF-905 1312-1 4-112	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

144

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, 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
WF-907 (WY-2184) 4-111	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".	41	320

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.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-1-693 (1332) 4-136	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	338
WY1-897 (331) 4-135	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	41	342
WY1-901 (202) 3-24	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	334
WY1-904 (330-2) 4-134	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	336

146

3.75

part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

CASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
[redacted] wy-904-A 83 1309-1	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	398
71-906 1329-2 -132	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
[redacted] 906-A -131 1329-1	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	375
Y1-908 130 1328	Mack V. Smith, also known as N. 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

$5.00

EXHIBIT "A"

. . . Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY1-909 4-129 1327-1	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	4
WY1-909-A 4-128 1760-1	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	589

EXHIBIT "A"

...ed to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-Y1-910 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
WY1-911 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. 26: S½ Sec. 27: W½SE¼, SE¼SE¼ Sec. 34: N½NE¼ Sec. 35: NE¼, E½NW¼, NW¼NW¼, N½SE¼ Sec. 36: N½	41	336
WY1-912 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
WY1-913 4-124 1344	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	305

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY WY1-914 4-122 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	325
WY1-914-A 4-123 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	327
WY1-917 4-109 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. 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	400

450

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY WY1-917-A 4-139 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	4
WY1-918 4-121 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
WY1-919 4-120 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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Hinsdale [illegible]oration, Assignor, and Rainbow Resources, Inc., Assignee, covering lands located in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY1-922 WY 4-119 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	422

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, 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
WY1-1741 3-17 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
WY1-1759 4-145 1336-1	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
WY1-1759-A 5-58 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
WY1-1736 4-144 2186	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
WY1-1738-A 4-143 1334-1	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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated September 16, 1974 between Pinedale Corporation, Assignor, 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
(PACIFIC CREEK) 1701	White Acorn Sheep Company	Rainbow Resources, Inc.	1/18/73	T. 27 N., R. 103 W. Section 21: SW¼SW¼ Section 29: NE¼NE¼ T. 28 N., R. 103 W. Section 35: SW¼NE¼, SE¼NW¼	49	245
0 1760-2	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
(SUBLETTE FLATS) 5 3384	Robert W. Sievers, as Trustee for the use and benefit of Bonnie Ekens, a/k/a Bonney Ekens and Michael Warren, a/a Mike Warren	Rainbow Resources, Inc.	5/16/74	T. 31 N., R. 111 W. Section 25: NE¼SW¼, S½SW¼, SW¼SE¼	50	594

FORM NO. 1 [redacted] BLUE PRINT CO. [redacted]ER, WYOMING

RELEASE OF O[redacted]AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Skyline Oil Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Harold A. Thompson, Jr. & Etheal A. Thompson (both single) 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 Harold A. Thompson, Jr. (single) and Etheal A. Thompson (single) of Daniel, Wyoming, as Lessors and Skyline Oil Company, a Nevada corporation of 418 Atlas Building, Salt Lake City, Utah, 84101,

as lessee ___, dated the 22nd day of October 19 69, insofar as same covers the following described land, to-wit:

Township 34 North, Range 113 West, 6th P.M., Sublette County, Wyoming

Section 9: $S\frac{1}{2}$ $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 10: All

145557

RECORDED Nov 31 19 74 9:02 M
IN BOOK 51 Oil & Gas PAGE 156
FEES $ 2.00 Quinn R Calvert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Sections 9 and 10, Township 34 North, Range 113 West, and containing 800.00 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 4469G Page 449.

Executed this 13th day of November, 19 74.

ATTEST:

Robert Y. Vernon
Secretary

By Max D. Eliason
Senior Vice President
SKYLINE OIL COMPANY
418 Atlas Building
Salt Lake City, Utah 84101

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 UTAH
County of SALT LAKE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 13th day of November, A. D. 19 74, before me personally appeared Max D. Eliason, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Skyline Oil Company, 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 said Max D. Eliason acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of November, A. D. 19 74

My Commission expires August 14, 1975

Regina [illegible]
Notary Public.

KINTZEL'S -- CASPER

Form No. 11

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Skyline Oil Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Harold A. Thompson, Jr. & Etheal A. Thompson (both single) 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 Harold A. Thompson, Jr. (single) and Etheal A. Thompson (single) of Daniel, Wyoming, as Lessors and Skyline Oil Company, a Nevada corporation of 418 Atlas Building, Salt Lake City, Utah, 84101,

as lessee ___, dated the 22nd day of October 19 69, insofar as same covers the following described land, to-wit:

Township 34 North, Range 113 West, 6th P.M., Sublette County, Wyoming

Section 9: $S\frac{1}{2}$ $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 10: All

145558

RECORDED Nov 21 19 74 9:00 A M
IN BOOK 51 Oil & Gas PAGE 157
FEES $ 2.00 Dennis R. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Sections 9 and 10, Township 34 North, Range 113 West, and containing 800.00 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 4469G Page 449.

Executed this 13th day of November, 19 74.

ATTEST:

Robert S. Vernon
Secretary

By Max D. Eliason
Senior Vice President
SKYLINE OIL COMPANY
418 Atlas Building
Salt Lake City, Utah 84101

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 UTAH
County of SALT LAKE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 13th day of November, A. D. 19 74, before me personally appeared Max D. Eliason, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Skyline Oil Company, 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 said Max D. Eliason acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of November, A. D. 19 74

My Commission expires August 14, 1975

Regina [illegible]
Notary Public.

KINTZEL'S -- CASPER

[redacted] [redacted] [redacted]

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 13th day of November, 19 74, by and between JAMES M. GAMBLE and MATHILDE GAMBLE, husband and wife

of Box 1117, Torrington, Wyoming 82240, hereinafter called lessor (whether one or more), and EXXON CORPORATION Box 2305, Houston, TX 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more ---------- DOLLARS ($ 10 & more) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

E½ SE¼

145594

RECORDED Nov 22 1974 930A M
IN BOOK 51 Oil and Gas PAGE 158
FEES $3.00 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section 1, Township 33 North, Range 109 West, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 80.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~two (2)~~ five(5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the 1st National Bank Account # 30 030 6 Bank at Rawlins, Wyo. 82301 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Eighty and No/100---------- DOLLARS ($ 80.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or mineral estate unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

623056-001

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

James M. Gamble
JAMES M. GAMBLE
Soc.Sec.# 520-42-6349

Mathilde Gamble
MATHILDE GAMBLE

STATE OF Wyoming
COUNTY OF Goshen } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by JAMES M. GAMBLE and MATHILDE GAMBLE, husband and wife this 18 day of November 19 74

WITNESS my hand and official seal.

Helen Hilliard Seid Notary Public
COUNTY OF GOSHEN STATE OF WYOMING
My commission expires Feb. 13, 1976

My commission expires:

Helen Hilliard Seid
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

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

WITNESS my hand and official seal.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Attorney in Fact — Wyo.)

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

WITNESS my hand and official seal.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ...M and recorded in Book ..... at Page ..... of the records of this office.

Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO:

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That Tipperary Corporation, hereinafter called Assignor, for and in consideration of One Dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto Tipperary Oil and Gas Corporation, whose address is 500 West Illinois, Midland, Texas 79701 (hereinafter called Assignee), all the right, title and interest in and to the oil and gas leases listed in Exhibit "A" attached hereto and made a part of this agreement.

To have and to hold unto Assignee, its successors and assigns, together with all personal property used or obtained in connection therewith.

Executed this 24th day of July, 1974.

TIPPERARY CORPORATION

By: Jesse R. Pharis

STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jesse R. Pharis, Secretary-Treasurer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Tipperary Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of July, 1974.

Vickie A. King

Vickie A. King, Notary Public
In and For Midland County, Texas

My Commission Expires June 1, 1975

145595

RECORDED Dec. 32 19 74 9:30 AM
IN BOOK 51 Oil and Gas PAGE 160
FEES $3.25 Ouwen R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

ASSIGNMENT DATED JULY 24, 1974
FROM TIPPERARY CORPORATION INTO TIPPERARY OIL AND GAS CORPORATION
SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	LSE DATE	BOOK	PAGE	PROSPECT
Mildred Nickelson Miller, et vir	Erving Wolf	4-17-67	41	336	Sublette
James T. McLoughlin, etux	Erving Wolf	4-8-67	41	342	Sublette

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 17th day of October 19 74
by and between Alfred G. Ditton and Thelma L. Ditton
Farson, Wyoming 82932

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:

Township 32 North, Range 108 West
Section 2: SW/4 NE/4, Lot 2 (34.99)

Township 33 North, Range 108 West
Section 31: Lots 2 (40.04), 3 (40.10), 4 (40.18)

and containing --195.31-- 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 Central Bank and Trust Bank at Lander, Wyoming 82520 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 Ninety-five and 31/100---------- 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)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

X Alfred G. Ditton (SEAL)
Alfred G. Ditton (SEAL)
X Thelma L. Ditton (SEAL)
Thelma L. Ditton (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 October, 1974, personally appeared Alfred G. Ditton and Thelma L. Ditton, 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 September 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 25th day of Nov A.D. 19 74, at 12 o'clock P M., and duly recorded in Book 111, Page 132 of the records of this office.

_____
County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded _____

Return to _____

145688

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

Form Rat. 3

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Leo Jensen and Eva Jensen, husband and wife of Boulder, Wyoming, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 17th day of October, 19 74, between Alfred G. Ditton and Thelma L. Ditton of Farson, Wyoming, as lessor S, and Gulf Oil Corporation, as lessee, covering all of that certain tract of land situate in the county of Sublette, State of Wyoming, described as follows:

Township 32 North, Range 108 West
Section 2: SW/4 NE/4, Lot 2 (34.99)

Township 33 North, Range 108 West
Section 31: Lots 2 (40.04), 3 (40.10), 4 (40.18)

containing 195.31 gross acres

and do ___ hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor S; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Alfred G. Ditton and Thelma L. Ditton of Farson, Wyoming their heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of _____, 19____.

145689

Leo Jensen
Leo Jensen

Eva Jensen
Eva Jensen

RECORDED Nov 25 1974 12:00 PM
IN BOOK 51 Oil & Gas PAGE 183
FEES $3.00 Bernice L. Zook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

183

8 34049 01

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 25th day of October, 1974, personally appeared Leo Jensen & Eva Jensen

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 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 September 1, 1975

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 _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County, _____

Term _____

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 17th day of September, 19 74

by and between Alfred G. Ditton and Thelma L. Ditton, husband and wife
Farson, Wyoming 82932

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 Nor---------- 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

and containing --160.00-- acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from 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 Central Bank and Trust xxxx at Lander, Wyoming 82520 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

...ance 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 ...rport 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)

X Alfred G. Ditton (SEAL)
Alfred G. Ditton (SEAL)
X Thelma L. Ditton (SEAL)
Thelma L. Ditton (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 24th day of September, 1974, personally appeared Alfred G. Ditton & Thelma L. Ditton 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 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 September 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.....

Lot..... Block..... Addition.....

Section..... Township..... Range.....

County..... Term.....

No. of acres.....

STATE OF [illegible] }
COUNTY OF [illegible] } 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.

By.....
County Clerk—Register of Deeds.

When Recorded 4-[illegible]-75
Return to.....

Deputy.

0[illegible]90

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]

SCHEDULE OF LANDS RIDER

Township 32 North, Range 108 West, 6th P.M.

Section 14: W/2 W/2, 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 1/4 of the southwest 1/4 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.

8 340902

1180-04

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, 5100 Katy Freeway, Houston, Texas, 77024, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby RELEASE, RELINQUISH and SURRENDER unto the Lessors hereinafter identified, their heirs, administrators, successors or assigns, all their right, title and interest in and to the Oil and Gas Lease dated April 1, 1969, from Viola McGinnis Pavlisin (formerly Viola McGinnis, also known as Mrs. Frank R. McGinnis), and Max Pavlisin, her husband, as Lessor, and Belco Petroleum Corporation, as Lessee, recorded in Book 42 O&G, Page 441 of the records of Sublette County, Wyoming, covering the following described lands, to-wit:

Township 28 North, Range 112 West, 6th P.M.

Section 11: SW/4 SW 4
Section 14: W/2 NW/4
Section 15: N/2 N/2

IN WITNESS WHEREOF, this instrument is executed this 25th day of September, 1971.

BELCO PETROLEUM CORPORATION

By John L. Schneider, Jr.
John L. Schneider, Jr.
Attorney-in-Fact

RECORDED Nov 26 1971 AT 4:00 P.M.
IN BOOK 51 Oil & Gas PAGE 168
FEES $ 2.00 Vivian B. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

0045PT

STATE OF TEXAS
COUNTY OF HARRIS

On this day personally appeared [illegible] of BELCO PETROLEUM CORPORATION, known [illegible] subscribed to the foregoing instrument, and [illegible] for the purposes and consideration [illegible].

Given under my hand and seal of office on this 25th day of September,

Reception No. [illegible]
Recorded [illegible] at [illegible]
In Book 51 Misc Page 169
[illegible]
State County Clerk - Register of Deeds
Return To: [illegible]

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS That

for and in consideration of the sum of Five Dollars ($5) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101

Casper, Wyoming 82601

(hereinafter called "Assignor") does hereby grant, sell, convey, transfer and assign to

Continental Oil Company
Drawer 1267, Ponca City, Oklahoma 74601

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

Lessor: Ralph E. Conwell and Margaret P. Conwell, husband and wife
P. O. Box 99, Hawthorne, Nevada 89415

Lessee: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: June 26, 1972

Recorded: July 11, 1972
Book 48 O & G
Page 322, Sublette County, Wyoming

Lands:

Township 33 North, Range 111 West, 6th P.M.
Section 1: Lots 3, 4, S½NW¼, SW¼
Section 2: Lots 1, 2, SE¼NW¼, NE¼SW¼, S½NE¼, SE¼, and Lot 3 less exceptions quoted in Warranty Deed dated December 1, 1947 and recorded in Book of Deeds 5, page 166. This lease does include the 2-acre (more or less) tract retained by Ralph E. Conwell in the aforementioned Warranty Deed.

Township 34 North, Range 111 West, 6th P.M.
Section 35: E½SW¼, S½SE¼

containing 917.00 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 there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED this 19th day of July, 19 72

Richard B. Stevens
RICHARD B. STEVENS

Virginia C. Stevens
VIRGINIA C. STEVENS

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 14th day of July 19 72 by Richard E. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal.

My commission expires

BONNIE J. VIGIL — Notary Public
County of Natrona, State of Wyoming
My Commission Expires Feb. 11, 1974

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 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 or 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

[redacted] Public for the

[redacted]

Notary Public within [redacted]

[redacted] [redacted] 19[redacted]-5[illegible]

[illegible], Intr Region 3 72

Reception No. 135715
Recorded May 23, 1972, at 2:45 P.M.
In Book 51 O & G Page 171 Sublette County
State — County Clerk - Register of Deeds
Return To:
Lands 450

ASSIGNMENT
OF
OIL AND GAS LEASE

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, Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

(hereinafter collectively and severally called "Assignor") whether one or more, does hereby grant, sell, convey, transfer and assign to

Continental Oil Company

Drawer 1267, Ponca City, Oklahoma 74601

(hereinafter called "Assignee," whether one or more) those certain oil and gas leases (hereinafter called "said leases") but only insofar as said leases cover the following described lands (hereinafter called "said lands") in the County of Sublette State of
Wyoming, to-wit:

Lessor: Robert L. Miller and Mildred M. Miller, husband and wife
Big Piney, Wyoming 83113

Lessee: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: May 19, 1972

Recorded: May 23, 1972,
Book 48 O & G,
Page 242, Sublette County, Wyoming

Lands:

Township 35 North, Range 112 West, 6th P.M.
Section 3: Lots 1,2,3,4, S½N½, S½
Section 9: NE¼SW¼, NW¼SE¼, S½SE¼
Section 10: N½NE¼, NE¼NW¼, SE¼NE¼
Section 11: S½N½, N½SE¼, NE¼SW¼
Section 13: SW¼SW¼
Section 14: SW¼NE¼, E½NW¼, SW¼NW¼, S½
Section 15: S½N½, S½
Section 22: N½N½
Section 23: NW¼NE¼, N½NW¼

Township 36 North, Range 112 West, 6th P.M.
Section 24: N½NW¼, SE¼NW¼, NE¼SW¼, S½SW¼
Section 25: NW¼, N½SW¼

containing 2,999.80 acres, more or less

[illegible] title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not

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

EXECUTED this 7th day of June, 19 72.

Richard B. Stevens

Virginia C. Stevens

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 7th day of June, 19 72, by Richard B. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal.

My commission expires

BONNIE J. VIGIL – Notary Public
County of State of
Natrona Wyoming
My Commission Expires Feb. 26, 1974

Notary Public

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of

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 or 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 subscribed to the within instrument, and acknowledged to me that 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, on this day appeared known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

My commission expires

Notary Public within and for the

State of [redacted]

Form 3 - Rocky Mtn. Region - 2-72

Reception No. 215715
Recorded Dec 29, 1972 at 2:05 P M.
In Book 51 O & G Page 122 Sublette County
State of Wyoming County Clerk - Register of Deeds
Return To: Ford 3

ASSIGNMENT OF OIL AND GAS LEASE

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,

"Assignor", whether one or more, Richard B. Stevens and Virginia C. Stevens, husband and wife

whose address is P. O. Box 2101, Casper, Wyoming 82601

does hereby grant, bargain, assign, convey, transfer and deliver unto

"Assignee", whether one or more, Continental Oil Company

whose address is Drawer 1267, Ponca City, Oklahoma 74601

all of Assignor's interest in the oil and gas lease(s) hereinafter described, whether record title or beneficial interest, insofar as said lease covers the following described lands in the County of Sublette, State of Wyoming, to-wit:

Lessor: Robert L. Miller and Mildred N. Miller, husband and wife
Big Piney, Wyoming 83113

Lessee: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: May 19, 1972

Recorded: May 23, 1972
Book 48 O & G,
Page 244, Sublette County, Wyoming

Lands:

Township 34 North, Range 110 West, 6th P.M.
Section 30: Lot 4, SE¼SW¼

Township 34 North, Range 111 West, 6th P.M.
Section 6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, W½SE¼

Township 34 North, Range 112 West, 6th P.M.
Section 1: Lot 1, SE¼NE¼, E½SE¼

Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3,4, E½SW¼, SW¼SE¼
Section 31: Lots 1,2,3,4, E½W½, W½E½, SE¼NE¼, E½SE¼

Township 35 North, Range 112 West, 6th P.M.
Section 25: E½SE¼

containing 1,644.12 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 7th day of June, 19 72

Richard B. Stevens

Virginia C. Stevens

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 7th day of June 19 72 by
Richard B. Stevens and Virginia C. Stevens, husband and wife

Witness my hand and official seal.

My commission expires 19

BONNIE J. VIGIL
County of
Notary Public
State of
Wyoming
My Commission Expires Feb. 26, 1974

Notary Public

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19

as President of

of

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

Witness my hand and official seal.

My commission expires

Notary Public with

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

Notary Public within and for the

[redacted]

State of [redacted]

Reception No. 139727

Recorded ... at ... o'clock ... M.

In Book 57 of M. Page 125 Fee $3.00

State — County Clerk - Register of Deed

Return To: ...

Fees 3.00

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That

for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

hereinafter referred to as "Assignor", whether one or more, do hereby grant, sell, convey, transfer and assign to

Continental Oil Company

Drawer 1267, Ponca City, Oklahoma 74601

hereinafter referred to as "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: Carl Ray Jorgensen and Mary Caroline Jorgensen, husband and wife
Pinedale, Wyoming 82941

Lessee: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: May 23, 1972

Recorded: May 24, 1972
Book 48 O & G
Page 252, Sublette County, Wyoming

Lands: Township 34 North, Range 110 West, 6th P.M.
Section 14: W½
Section 15: N½NE¼

containing 400.00 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 extend to and be binding on the parties hereto and there respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED this 7th day of June, 19 72

Richard B. Stevens

Virginia C. Stevens

STATE OF Florida
COUNTY OF MANATEE } ss.

376

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 8th day of June 19 72 by
Richard E. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal.

My commission expires

NOTARIAL SEAL
Notary Public, State of Florida at Large
My Commission Expires Feb. 26, 1974

Notary Public

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19

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 or printed)
Notary Public

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

On this day of 19 before me

a Notary Public in and for the personally appeared known to me to be the person whose
described in and who executed the within instrument and acknowledged to me that executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal

Notary Public within and for the

My commission expires

State of

Residing at

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

On this day before me, a Notary Public within and for the county and state aforesaid, duly
appointed and sworn, known to be to be the President of
the corporation that executed the within instrument, and acknowledged to me that such
corporation executed the same.

Given under my hand and official seal this day of 19

My commission expires

Notary Public within and for the

State of

Residing at

[redacted]

[redacted] [redacted] [redacted]

Form 3-72

Reception No. 121713
Recorded Jun 27, 1972, at 9:20 A.M.
In Book 51 O & G Page 177 Sublette County
Wyo. Edward P. Colbert
State County Clerk - Register of Deeds
Return to:
Fees $7.00

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That

for and in consideration of Five Dollars ($5.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Assignor: Richard B. Stevens and Virginia C. Stevens, husband and wife
P. O. Box 2101, Casper, Wyoming 82601

hereby assigns, transfers and sets over unto

Assignee: Continental Oil Company
Denver 1267 Ponca City, Oklahoma 74601

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

Lessor: Carl Jorgensen and Rachel Jorgensen, husband and wife
Pinedale, Wyoming 82941

Lessee: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: May 23, 1972

Recorded: May 24, 1972
Book 48 O & G
Page 250, Sublette County, Wyoming

Description:

Township 34 North, Range 110 West, 6th P.M.
Section 13: SW¼NW¼, W½SW¼, SE¼SW¼
Section 14: E½
Section 23: N½NE¼
Section 24: N½NW¼

containing 640.00 acres, more or less.

Assignor hereby assigns to Assignee all of Assignor's oil and gas leasehold interests herein assigned as to those claiming by, through or under Assignor but not otherwise.

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

Executed this 7th day of June, 1972.

Richard B. Stevens

Virginia C. Stevens

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT--- INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 8th day of June, 19 72, by Richard B. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal. [illegible] -- Notary Public
My commission expires ..... County of Natrona State of Wyoming
My Commission Expires Feb. 25, 1975

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 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 or printed)
Notary Public

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT---INDIVIDUAL
MONTANA

[illegible] day of ..... 19..... before me, ... a notary public, personally appeared ..... known to me to be the person whose name [illegible] to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires .....

.....
Notary Public [illegible]

.....
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 .....

[redacted] [redacted] Notary Public within [redacted]

T31-501

Reception No. 115743
Recorded Dec 29, 1971, at 9:20 A.M.
In Book 48 O&G Page 79 Sublette County
Wyoming
State
County Clerk - Register of Deeds
Return To:
Box 2760

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That

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

Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and assign to

Continental Oil Company

Drawer 1267, Ponca City, Oklahoma 74601

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

Milton Bennett and Evelyn J. Bennett, husband and wife
Box 1111, Pinedale, Wyoming 82941

Lessor: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Date: May 24, 1972

Recorded: June 16, 1972
Book 48 O & G
Page 267, Sublette County, Wyoming

Lands:

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼

Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

containing 5,218.80 acres, more or less

Assignor does hereby grant, bargain, sell, convey, transfer and assign unto Assignee all of Assignor's right, title and interest in and to the oil and gas leasehold estate and all oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This Assignment is executed by the parties hereto and inures to the benefit of their respective heirs, representatives, administrators, executors, successors and assigns.

Executed this 22nd day of June, 1972.

Richard B. Stevens

Virginia C. Stevens

375

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

130 ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 22nd day of June, 19 74,
by Richard E. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal.

My commission expires ..... RONNIE J. VIGIL -- Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires Feb. 21, 1978

Notary Public

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT - CORPORATION
COLORADO, WYOMING

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

....., as ..... President of .....

.....

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 within ..... 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 or 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 ..... executed the same.

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

.....
Notary Public for the State of .....
Residing at .....
My commission expires.....

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

On this ..... day of ..... 19....., before me, a Notary Public within and for the county and state aforesaid, personally appeared ....., known to me to be the ..... President of .....

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

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

My commission expires .....

.....
Notary Public within and for the
State of .....
Residing at .....

Reception No. .....

Recorded Dec 29, 1974 at 8:00 A.M.

In Book 51619 Page 891 Sublette County

State of Wyoming County Clerk - Register of Deeds

Return To: .....

Fee $5.50

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 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor(s) Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

does hereby grant, bargain, sell, assign and convey unto Assignee(s)

Continental Oil Company

Drawer 1267, Ponca City, Oklahoma 74601

all of Assignor's right, title and interest in and to the oil and gas lease(s) (hereinafter called "said lease") described below, whether or not said lease covers the lands hereinafter described, but only insofar as said lands) in the County of Sublette State of Wyoming, to-wit:

Virginia G. Pinson, a widow
123 South Allen Ave., Pleasant Hill, Pasadena, California

Lessor: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Date: June 12, 1972

Recorded: June 16, 1972
Book 48 O & G
Page 270, Sublette County, Wyoming

Lands:

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, N½SE¼, SE¼SE¼, SE¼NW¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

containing 5,218.80 acres, more or less.

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

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

Executed this 22nd day of June, 19 72.

Richard B. Stevens

Virginia C. Stevens

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 23rd day of June 19 78

Clyde K. Stevens and Virginia L. Stevens, husband and wife

Witness my hand and official seal.

My commission expires

BONNIE J. VIGIL — Notary Public
County of
Natrona
My Commission Expires Feb. 26, 1979

Notary Public

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of 19

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 or printed)
Notary Public

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

On this day of 19 before me

personally appeared known to be the person

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

Witness my hand and official seal.

Notary Public within and for the

My commission expires

State

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

Notary Public within and for the

[redacted]

[redacted]

State of

Reception No. 115774

Recorded Dec 22, 19 72, at 1:30 P.M.

In Book 48 O&G Page 125 Sublette County

Wyo. Laura E. Crane
State County Clerk - Register of Deeds

Return To:

Fees $5.50

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 is hereby acknowledged

Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

hereinafter, whether one or more, called "Assignor", does hereby grant, bargain, sell, assign and convey unto

Continental Oil Company

Drawer 1267, Ponca City, Oklahoma 74601

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

Lessor: Jackie Pinson, a single woman, and Violet Pinson, a widow
2100 Desert Drive #26, Las Cruces, New Mexico 88001

Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Date: June 15, 1972

Recorded: July 20, 1972
Book 48 O & G
Page 350, Sublette County, Wyoming

Lands:

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to said oil and gas leases and oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

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

Executed this 1st day of July, 1972.

Richard B. Stevens

Virginia C. Stevens

3.00

STATE OF ..... }
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 26th day of July 1974 by
Richard D. Masters and Virginia G. Masters, husband and wife.

Witness my hand and official seal.
My commission expires ..... Notary Public

STATE OF ..... }
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this ..... day of .....
..... as ..... President of .....
.....
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 or printed)
Notary Public

[illegible] }
[illegible] } ss.

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

On this ..... day of ..... 19..... before me .....
a Notary Public, personally appeared ..... known to me to be the person who .....
..... the within instrument, and acknowledged to me that .....
Witness my hand and official seal.
.....
Notary Public [illegible]
My commission expires .....
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 .....
Notary Public within and for the
State of .....
Residing at .....

Reception No. 97727

Recorded July 25, 1972 at 8:00 A.M.

In Book 48 O&G Page 285, Sublette County

State of Wyoming, County Clerk - Register of Deeds

Return To:

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS That

Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged,

Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101

Casper, Wyoming 82601

hereinafter called "Assignor", whether one or more, does hereby grant, bargain, sell, assign, convey and deliver unto

Continental Oil Company

Drawer 1267, Ponca City, Oklahoma 74601

hereinafter called "Assignee", whether one or more, all of Assignor's right, title and interest in and to those oil and gas leases described below (hereinafter called "said leases" whether one or more) in the County of Sublette, State of Wyoming:

Lessor: Mary O'Neil Meeks (aka Mary M. Meeks), a widow
Lessee, dated [illegible]

Lessor: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Date: June 20, 1972

Recorded: June 28, 1972
Book 48 O&G
Page 289, Sublette County, Wyoming

Lands:

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

Assignor hereby binds himself to warrant and defend the oil and gas leasehold interests herein assigned as to those claiming by, through or under Assignor but not otherwise.

This Assignment is executed and delivered by the parties hereto and shall be binding upon their respective heirs, representatives, administrators, executors, successors and assigns as of the 1st day of July, 1972.

Richard B. Stevens

Virginia C. Stevens

STATE OF WYOMING
COUNTY OF LARAMIE } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 3rd day of July, 19 82,
by Lionel B. Stevens and Virginia G. Stevens, husband and wife.

Witness my hand and official seal.
My commission expires [illegible] 19 [illegible]

LIONEL V. VIGIL — Notary Public
County of Laramie
State of Wyoming
My Commission Expires [illegible]

Notary Public

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

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

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 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 .....

.....
(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.....

.....

.....

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

On this ..... day of ..... 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.

.....
Notary Public for the State of .....
Residing at .....
My commission expires .....

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

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

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

.....
Notary Public for the State of .....
Residing at .....
My commission expires .....

[redacted] [redacted] [redacted] 190737-5525

Rocky Mtn Region - 3-72

Reception No. 210 Book
Recorded Dec 22, 19 74, at 11:45 A.M.
In Book 51 of Misc Page 117, Sublette County
Wyoming
State — County Clerk - Register of Deeds
Return To:
Box 550

ASSIGNMENT OF OIL AND GAS LEASE

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

Assignor, Richard B. Stevens and Virginia C. Stevens, husband and wife

whether one or more, whose address is P. O. Box 2101
Casper, Wyoming 82601

does hereby grant, bargain, sell, convey and assign unto

Assignee, Continental Oil Company

whether one or more, whose address is Denver 1967, Ponca City, Oklahoma 74601

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

Ruth B. O'Neil Hadden, a single woman, holding for her sole and separate property,
Carleton Hotel, San Francisco, California 94108

Lessor: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: June 20, 1972

Recorded: July 11, 1972
Book 48 O & G
Page 324, Sublette County, Wyoming

Lands:

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NW¼, W½, SE¼

containing 5,218.80 acres, more or less.

It is agreed that the oil and gas lease interests hereby assigned as to those claiming by, through or under Assignor shall not

be assigned to the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

Executed this 20th day of July, 19 72.

RICHARD B. STEVENS

VIRGINIA C. STEVENS

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 9th day of July, 72 by
Edward B. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal.
NOTARY PUBLIC
My commission expires Expires
Notary
My Commission Expires Feb. 1, 1973

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, WYOMING

The foregoing instrument was acknowledged before me this day of
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 or 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
of the within instrument, and acknowledged to me that

In my hand and official seal,

Notary Public
Residing at
My commission expires

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

before me, a Notary Public within and for the county of
personally appeared known to me to be the President of
the corporation that executed the within instrument, and acknowledged to me that such
corporation executed the same.

Given under my hand and official seal this day of 19

My commission expires

Notary Public within and for the

[redacted]

State of [redacted]

[redacted] [redacted] [redacted]

Reception No. [redacted]

Recorded [redacted]

In Book [redacted] Page [redacted]

[redacted] County

[redacted] County Clerk - Register of Deeds

Return To: [redacted]

ASSIGNMENT
OF
OIL AND GAS LEASE

[redacted]

Richard B. Stevens and [redacted], husband and wife

[redacted]

Ralph E. Conwell and Margaret E. Conwell, husband and wife
[redacted]

Richard B. Stevens
P.O. Box 2101, Casper, Wyoming 82601

June 20, 1972

June 28, 1972
[redacted]

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

[redacted]

July 22

Richard B. Stevens

Virginia C. Stevens

STATE OF UTAH }
COUNTY OF MADISON } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

On the foregoing instrument was acknowledged before me this 6th day of July 72

Richard P. Sommers and Virginia F. Stevens, husband and wife.

Witness my hand and official seal. [illegible] — Notary Public

My commission expires [illegible] 19 [illegible]

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO [illegible]

The foregoing instrument was acknowledged before me this [illegible] day of [illegible]

[illegible], as President of [illegible]

[illegible]

Witness my hand and official seal.

My commission expires [illegible], 19[illegible]

[illegible]
Notary Public

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

ACKNOWLEDGMENT—INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

On this [illegible] day of [illegible] 19[illegible], before me personally appeared [illegible]

[illegible], known to me to be the person [illegible] who [illegible] described in and who [illegible]

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

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

[illegible], 19[illegible]

[illegible]

[illegible] (Type or print name)
Notary Public

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

ACKNOWLEDGMENT—CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

On this [illegible] day of [illegible] 19[illegible], before me personally appeared [illegible]

[illegible] known to me to be the [illegible] 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 [illegible] day of [illegible], 19[illegible] My commission expires

[illegible], 19[illegible]

[illegible]

[illegible] (Type or print name)
Notary Public

[illegible] }
[illegible] } ss.

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

On this [illegible] day of [illegible], 19[illegible], before me [illegible]

a notary public in and for the [illegible] personally appeared [illegible]

known to me to be the person [illegible] who executed the within instrument.

[illegible]

[illegible]

[illegible]

[illegible] }
[illegible] } ss.

ACKNOWLEDGMENT—CORPORATE
MONTANA

On this [illegible] day of [illegible], 19[illegible], before me [illegible]

a notary public, within and for the county and state aforesaid, personally appeared [illegible]

known to me to be the [illegible] President of [illegible]

the corporation that executed the within instrument, and acknowledged to me that [illegible]

[illegible]

[illegible] 19[illegible]

[illegible]

[illegible]
Notary Public within and for the

[redacted] [redacted] State of [illegible] [redacted]

Reception No. 155713

Recorded Sept. 1, 1972 at 2:30 P.M.

In Book 51 Misc. Page 21 Sublette County

Wyoming

State of

County Clerk - Register of Deeds

Return To:

Fee $5.50

ASSIGNMENT
OF
OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That

for and in consideration of Five Dollars ($5.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged,

Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

hereinafter called Assignor, whether one or more, does hereby sell, assign, transfer and convey unto

Continental Oil Company

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

hereinafter called Assignee, whether one or more, all of Assignor's right, title and interest in and to the oil and gas leases described below, insofar as said leases cover lands in the County of Sublette State of Wyoming, to-wit:

Lessor: Cornelia Jewett, a single woman
171 South 10th East, Apt. 4, Salt Lake City, Utah 84102

Lessee: Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

Dated: July 26, 1972

Recorded: August 4, 1972
Book 48 O & G
Page 381, Sublette County, Wyoming

Lands: Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

containing 5,218.80 acres, more or less.

This assignment is made without warranty of title, either express or implied as to those claiming by, through or under Assignor but not as to those claiming adversely thereto.

The terms hereof shall extend to the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

Executed this 1st day of August, 19 72.

Virginia C. Stevens

Richard B. Stevens

STATE OF [redacted] }
COUNTY OF [redacted] } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this [redacted] day of August A.D. 19[redacted]
by Floyd D. Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal. [redacted]

My commission expires [redacted]

[redacted]
Notary Public

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this ..... day of ..... A.D. 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 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 or printed)
Notary Public

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—INDIVIDUAL
MONTANA

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

Witness my hand and official seal.

My commission expires .....

.....
Notary Public for the State of .....
Residing at .....

STATE OF .....
COUNTY OF ..... } ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

On this ..... day of ..... 19..... before me, ...
a Notary Public in and for the County and State aforesaid, personally
appeared ..... known to me to be the ..... President of .....
..... the corporation that executed the within instrument, and acknowledged to me that such
corporation executed the same.

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

My commission expires .....

.....
Notary Public in and for the
State of [redacted]
Residing at .....

ASSIGNMENT
OF
OIL AND GAS LEASE

Reception No. 142763
Recorded Sept 2, 1972 at 2:45 P M.
In Book 516 Misc Page 183
Sublette County
State of Wyoming County Clerk - Register of Deeds
Return to:
Fee $5.00

Richard B. Stevens and Virginia C. Stevens, husband and wife

P. O. Box 2101, Casper, Wyoming 82601

P. O. Box 1257, Santa Ynez, California 93460

Sublette

Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

July 26, 1972

August 8, 1972
Book 48 O & G
Page 388, Sublette County, Wyoming

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼
Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SW¼NE¼
Section 35: S½NE¼, W½, SE¼

containing 3,212.80 acres, more or less.

and as to those claiming by, through or under Assignor but not

and Assignee hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

August, 72

Virginia C. Stevens

Richard B. Stevens

STATE OF TEXAS }
COUNTY OF VICTORIA } ss.

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, UTAH

The foregoing instrument was acknowledged before me this 21st day of August, 19[illegible] by Samuel Stevens and Virginia C. Stevens, husband and wife.

Witness my hand and official seal.

My commission expires [illegible]

[illegible]
Notary Public

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, [illegible]

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 19[illegible] by [illegible] of [illegible], a [illegible] corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires [illegible]

[illegible]
Notary Public

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

ACKNOWLEDGMENT—INDIVIDUAL
NORTH DAKOTA, SOUTH DAKOTA

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

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

[illegible] (Signature)

[illegible] (Typed or printed)
Notary Public

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

ACKNOWLEDGMENT—CORPORATION
NORTH DAKOTA, SOUTH DAKOTA

On this [illegible] day of [illegible] 19[illegible] before me personally appeared [illegible], known to me to be the [illegible] 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 [illegible] day of [illegible], 19 [illegible] My commission expires [illegible], 19[illegible]

[illegible] (Signature)

[illegible] (Typed or printed)
Notary Public

[illegible]

[illegible]

[illegible] day of [illegible] 19[illegible] before me [illegible]

[illegible], personally appeared [illegible] known to me to be the person [illegible]

[illegible]

Witness my hand and official seal.

[illegible]

[illegible]

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

Before me, [illegible] in and for said County and State, on this [illegible] day of [illegible], 19[illegible] personally appeared [illegible] known to me to be the [illegible] President of [illegible], 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 [illegible] day of [illegible], 19[illegible]

My commission expires [illegible]

Notary Public within and for the

State of [illegible]

Residing at [illegible]

ASSIGNMENT
OF
OIL AND GAS LEASE

State County Clerk - Register of Deeds

Richard B. Stevens and Virginia C. Stevens, husband and wife
P. O. Box 2101, Casper, Wyoming 82601

Occidental Oil Company

Sublette

Dorrhean W. Jorgensen, a widow
Pinedale, Wyoming

Richard B. Stevens
P. O. Box 2101, Casper, Wyoming 82601

July 28, 1972

August 1, 1972
Book 48 O&G, Page 376
Sublette County, Wyoming

Township 34 North, Range 110 West, 6th P.M.

Section 15: E½NW¼, S½NE¼, E½SW¼, SE¼, W½NW¼ except that part lying West of the Cora Road and containing 30 acres, more or less.
Section 22: NE¼, SW¼, N½SE¼, SE¼SE¼, S½NW¼, NE¼NW¼
Section 23: W½, SE¼, S½NE¼
Section 24: SW¼NW¼

containing 1,610.00 acres, more or less.

oil and gas lease said interests hereby assigned to those claiming by, through or under Assignor but not

the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

August 72

Virginia C. Stevens

Richard B. Stevens

STATE OF WYOMING
COUNTY OF LARAMIE } ss.

3546

ACKNOWLEDGMENT—INDIVIDUAL
COLORADO, NEW MEXICO, WYOMING

The foregoing instrument was acknowledged before me this 7th day of August, 1972, by Edward B. Erskine and Virginia C. Sturges, husband and wife.

Witness my hand and official seal. EDWARD J. VIGIL — Notary Public
My commission expires: October 12, 1975

Notary Public

STATE OF .....
COUNTY OF .....
} ss.

ACKNOWLEDGMENT—CORPORATION
COLORADO, NEW MEXICO, WYOMING

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

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
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.....

.....
Notary Public

STATE OF .....
COUNTY OF .....
} ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

On this ..... day of ..... 19..... before me
personally appeared .....
the within instrument, and acknowledged to me
My hand and official seal.

My commission expires.....

STATE OF .....
COUNTY OF .....
} ss.

ACKNOWLEDGMENT—CORPORATION
MONTANA

On this ..... before me, a Notary Public in and for the County and State aforesaid, personally appeared .....
and ..... known to me to be the ..... President and .....
..... the corporation that executed the within instrument, and acknowledged to me that
such executed the same.

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

My commission expires .....

.....
Notary Public for Montana

[redacted] [redacted] STATE OF [redacted]

[redacted] [redacted] [redacted]

CERTIFICATE OF [illegible]

OF

TEAL PETROLEUM COMPANY

CERTIFICATE OF CONSOLIDATION AND MERGER

BETWEEN

ANNI OIL COMPANY

AND

TEAL PETROLEUM COMPANY

* * * *

TEAL PETROLEUM COMPANY, a corporation organized and existing under the laws of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Corporation was incorporated on the 7th day of June, 1973, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Corporation owns at least ninety percent of the outstanding shares of the Common Stock of ANNI OIL COMPANY, a corporation incorporated on the 27th day of March, 1969, pursuant to the Business Corporation Act of the State of Utah.

THIRD: That the Corporation, by the resolutions of [illegible] Board of Directors, attached hereto [illegible] 1974, did approve a Plan of Merger which was attached and made a part of such resolutions as Exhibit A thereto.

IN WITNESS WHEREOF, [illegible] this Certificate to be [illegible] Vice President, and [illegible] Secretary, this 27th day of [illegible], 1974.

[illegible]

ATTEST:

[illegible]

EXHIBIT 1

[redacted] OF DIRECTORS
[redacted] SPECIAL MEETING
[redacted], 1974

RESOLVED that Amini Oil Company, a Utah corporation and a [redacted] subsidiary, be merged into this Corporation in accordance with the terms [redacted]

RESOLVED, and

FURTHER RESOLVED that the proper officers of this Corporation be and they are hereby directed to take all action which they deem necessary or proper to effectuate the aforesaid merger, including, without limitation, (a) the appointment of the Bank of Commerce, Fort Worth, Texas, as Payment Agent to receive the outstanding shares of Amini Oil Company and to distribute the payment as described in the Plan of Merger, (b) the mailing of the Plan of Merger to the stockholders of Amini Oil Company, (c) the execution and filing of a Certificate of Ownership and Merger with the Secretary of the State of Delaware, and (d) the execution and filing of Articles of Merger with the Secretary of the State of Utah.

PLAN OF MERGER
OF
AMINI OIL COMPANY
INTO
TEAL PETROLEUM COMPANY

Plan of Merger dated as of September 12, 1974 (hereinafter called the "Plan") by and between AMINI OIL COMPANY, a Utah corporation (hereinafter called "Amini"), whose registered office in the State of Utah is at 3340 East Del Verde Avenue, Salt Lake City, Utah and whose principal office and place of business is at 1505 First City East, Houston, Texas 77002 and TEAL PETROLEUM COMPANY, a Delaware corporation (hereinafter called "Teal" or the "surviving corporation"), whose registered office in the State of Delaware is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware 19801, and whose principal office and place of business is 710 The Main Building, Houston, Texas 77002, (said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations").

WHEREAS, Amini is a corporation organized on March 27, 1969 under the laws of the State of Utah; and

WHEREAS, Teal is a corporation organized on June 7, 1973 under the laws of the State of Delaware; and

WHEREAS, the authorized capital stock of Amini consists of 5,000,000 shares of common stock, $.05 par value, of which 2,206,667 shares are issued and outstanding on the date hereof; and

WHEREAS, 98.9% of the issued and outstanding capital stock of Amini is owned by Teal; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interest of their respective corporations and stockholders to merge Amini with and into Teal pursuant to this Plan and the applicable provisions of the laws of the State of Utah and of the State of Delaware; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations have approved this Plan in accordance with the provisions of the applicable laws of the States of Utah and Delaware; and

WHEREAS, [illegible]

[illegible] contained, the Constituent Corporations hereby agree, each with the other, in accordance with the applicable provisions of the laws of the State of Utah and of the State of Delaware, that Amini be merged into Teal as the surviving corporation and that the terms and conditions of the merger hereby approved upon and the mode of carrying the same into effect are and shall be as follows:

[illegible]

The merger shall become effective upon the filing of [illegible] a Certificate of Ownership and Merger [illegible] Sections 253 and 103 of the General Corporation [illegible] Merger, pursuant to Section 71 of the Business Corporation Act of the State of Utah, with the Secretary of State of the State of Utah (the "Effective Date").

[redacted]

[redacted]

[redacted]

(c) shares held by Teal,

[redacted]

price to the effective date thereof and (ii) perfect a demand for payment of the fair value of such shares subsequent to the effective date, all in accordance with Sections 75 and 76 of the Business Corporation Act of the State of Utah.

ARTICLE III

On the effective date of the merger, Amini shall be merged with and into Teal, and the separate corporate existence of Amini shall thereupon cease. Teal shall be the surviving corporation, and shall continue for all purposes whatsoever. On the effective date of the merger, the Constituent Corporations shall become a single corporation and Teal shall continue to exist as the surviving corporation and shall thereupon and thereafter possess all rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all property and choses in action belonging to each of the Constituent Corporations shall be vested in Teal without further act or deed, and all debts, liabilities and duties of the respective Constituent Corporations shall henceforth attach to Teal, all in the manner and, to the full extent provided by Section 259 of the General Corporation Law of the State of Delaware and Section 71 of the Business Corporation Law of the State of Utah.

ARTICLE IV

[redacted] of the Constituent Corporations which was available for the payment of dividends or of distributions to the stockholders immediately prior to the merger contemplated by this Plan shall be so available to Teal for such payments to the same extent as before such merger, except as may be required by law.

ARTICLE V

[redacted] of the effective date, each holder of an outstanding certificate or certificates theretofore [redacted] shares of capital stock of Amini (other than the shares referred to in Subclauses [redacted] hereof) shall, upon presentation of such certificate or certificates for [redacted] by Teal (the "Payment Agent") be entitled to receive in lieu [redacted] per share which $5 per share such holder is entitled to receive [redacted] each outstanding certificate which prior to the [redacted] of capital stock of [redacted] except the shares referred to in Subclauses (a)- [redacted] hereof) shall [redacted], for all corporate purposes, to evidence a right to

receive payment of $8 per share in cash in lieu thereof and in payment thereof shall be paid on such sum to the holder of such certificate.

ARTICLE VI

The Certificate of Incorporation of Teal in existence on the effective date of the merger shall not be altered, amended or changed by the merger and shall be the Certificate of Incorporation of the surviving corporation, unless and until altered, amended or repealed in accordance with the laws of Delaware. The By-Laws of Teal in existence on the effective date of the merger shall not be altered, amended or changed by the merger and shall remain the By-Laws of the surviving corporation, unless and until altered, amended or repealed as therein provided and as permitted by the laws of Delaware. The persons who are the directors of Teal on the effective date of the merger shall, subject to the applicable provisions of the By-Laws of the surviving corporation, continue as directors of the surviving corporation until their respective successors are duly elected and qualified. The persons who are officers of Teal on the effective date of the merger shall, subject to the applicable provisions of the By-Laws of the surviving corporation, continue as such officers of the surviving corporation until their respective successors are duly elected and qualified.

ARTICLE VII

The parties hereto shall execute and file any and all instruments, and shall take all such action necessary or required by law, in order to effect the merger in accordance with the terms hereof.

ARTICLE VIII

If at any time prior to the effective date of the merger the Boards of Directors of Amini and of Teal shall determine that it is inadvisable or impractical to consummate the merger, such Boards of Directors may abandon this Plan and, in such case, this Plan shall be void and of no effect.

IN WITNESS WHEREOF, the Constituent Corporations have signed this Plan and their respective corporate seals have been hereunto affixed and attested as of the day and year first above written.

ATTEST:

AMINI OIL COMPANY

ATTEST:

TEAL PETROLEUM COMPANY

Date	Description	Township	Range	Lease Number Federal	State	Gross Acres
	Wyoming					
6-1-73	Sec. 19: Lots 3, 4, E/2SW/4, SE/4	27N	109W	W-39716	4%	256.08
7-1-73	Sec. 13: E/2 14: W/2 24: W/2	36N	113W	W-40146	4%	960.00
7-1-73	Sec. 11: NE/4 25: S/2	27N	110W	W-40979	4%	400.00
12-1-73	Sec. 36: NW/4NE/4, S/2NE/4, NW/4	28N	115W	W-35989	4%	280.00
1-1-73	Sec. 6: N/2 NW/4	34N	114W	W-26921	4%	80.00
12-1-73	Sec. 2: SW/4 SW/4 11: NW/4 NW/4 13: SW/4 SW/4	31N	111W	W-42287	4%	120.00
1-1-74	Sec. 6: Lots 3, 4, 5, SE/4NW/4, NE/4 SW/4	35N	112W	W-42789	4%	193.25
2-1-74	Sec. 24: NW/4, S/2SE/4	29N	114W	W-43218	5%	240.00

State of DELAWARE

Office of SECRETARY OF STATE

I, Robert H. Reed, *Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of* a Certificate of Ownership of the "TEAL PETROLEUM COMPANY", a corporation organized and existing under the laws of the State of Delaware, merging "ZAUN OIL COMPANY", a corporation organized and existing under the Laws of the State of Utah, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as received and filed in this office the eighteenth day of [illegible], A.D. [illegible], at 10 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this [illegible] day of [illegible] in the year of our Lord [illegible].

Robert H. Reed

Robert H. Reed — Secretary of State

Asst Secretary of State

ASSIGNMENT OF OVERRIDING ROYALTY AGREEMENT

UNITED STATES OIL AND GAS LEASE

CONTRACT NO. [redacted]

KNOW ALL MEN BY THESE PRESENTS: That [redacted]

[redacted] hereinafter called Assignor, for the consideration hereinafter stated, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, unto the following named parties in the amounts stated:

NAME	ADDRESS	PERCENT
[redacted]	654 So. 9th East Salt Lake City, Utah 84102	.75%

FILED
SUBLETTE COUNTY, PINEDALE, WYOMING

Being in all a total of an undivided Three quarters 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 109 W, 6th PM.
Sec. 28: All
Sec. 29: SW¼
Sec. 30: Lots 1,2,3,4, E½, E½W½
Sec. 32: E½, E½W½, W½SW¼

Containing 1953.04 acres, more or less.

Assignor executed these presents this 12th day of November, 19 74.

[redacted]

STATE OF [redacted]
} ss.
COUNTY OF [redacted]

On the [redacted] day of November, 19 74, before me personally appeared [redacted] to me known to be the identical person described in and who executed the within instrument, and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

[redacted]
Notary Public

My commission expires: May 30, 1976

Residing in SLC., Utah

203

[illegible]

(individual)

The undersigned hereby represent(s) that:

1. Each of undersigned [illegible] citizen of the United States over the age of [illegible]

2. The foregoing, direct and indirect, of each of the undersigned in oil and gas leases and applications to obtain, including options, therefor affecting public lands in the State of _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3092.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING [redacted] 1/4

UNITED STATES SALT LAKE GAS LAND [illegible]

DISTRICT LAND OFFICE [illegible]

KNOW ALL MEN BY THESE PRESENTS, That [illegible] John B. Hiles [illegible]

[illegible] Midland [illegible]

[illegible] Midland, Texas 79701 [illegible]

[illegible] (whether one or more) for the sum of

[illegible] other good and valuable consideration, cash in hand paid, the receipt of which is

[illegible] or without warranty, express or implied,

[illegible] following described

PAR C E

[illegible]

[illegible]

PAGE

[illegible]

[illegible] in all a total of an undivided Three quarters of one percent

[illegible] 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 Dublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 47 N, R 109 W, 6th PM.
Sec. 28: All
Sec. 29: S½
Sec. 30: Lots 1,2,3,4, E½, E½W½
Sec. 32: N½, N½S½, S½S½

Containing 1232.04 acres, more or less.

[illegible] this 12th day of November, 19 74

[illegible]

[illegible]

[illegible]

[illegible] day of November, 19 74, before me personally appeared

[illegible] to me known to be the person [illegible] executed the

[illegible]

Patricia H. Hickey Notary Public

[illegible] S.L.C., Utah [illegible]

207

QUALIFICATION [illegible]

OVERRIDING ROYALTY

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned [illegible] citizen of the United [illegible].

2. The interests, direct and indirect, of [illegible] signed in oil and gas leases [illegible], including options, wherever situated [illegible] in the State of _____, [illegible] affected by the following royalty assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

PURCHASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, 6707 Katy Freeway, Houston, [illegible] for consideration of the sum of One Dollar ($1.00) [illegible] by RELEASE, RELINQUISH [illegible] the hereinafter identified, their heirs, administrators, successors or assigns, all their right, title and interest in [illegible] Oil and Gas Lease dated April 7, 1969, from Viola McGinnis Pavlish (formerly Viola McGinnis, also known as Mrs. Frank R. McGinnis), and Myk Pavlish, her husband, as Lessor, and Belco Petroleum Corporation, as Lessee [illegible] covering the following described land, to-wit:

Township 28 North, Range 112 West, 6th P.M.

Section 11: SW/4 SW/4
Section 14: W/2 NW/4
Section 15: N/2 N/2

IN WITNESS WHEREOF, this instrument is executed this 25th day of September, 1974.

BELCO PETROLEUM CORPORATION

By John L. Schneider, Jr.
John L. Schneider, Jr.
Attorney-in-Fact

RECORDED [illegible] 1974 [illegible] PM
IN BOOK [illegible] PAGE [illegible]
FEES $[illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

245737

STATE OF TEXAS)(

COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, on this day personally appeared JOHN L. SCHNEIDER, JR., as Attorney-in-Fact of BELCO PETROLEUM CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, acting in the capacity therein stated.

GIVEN under my hand and seal of office on this 25th day of September, 1974.

Notary Public in and for
Harris County, Texas

My Commission Expires:
[illegible]

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 17th day of September, 19 74

by and between William D. Thomas and Kathryn Thomas, husband and wife
1304 Marchant
Rock Springs, Wyoming 82901

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

and containing --160.00-- acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from 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 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-

Q 3049 03

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)

X William D Thomas (SEAL)
William D. Thomas (SEAL)
X Kathryn Thomas (SEAL)
Kathryn Thomas (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 27TH day of September, 1974, personally appeared William D Thomas and Kathryn Thomas, 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 9-22-78

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

14 5875

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Block _____ Addition _____

Section _____ Township _____ Range _____

Lot _____

County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 1st day of Nov., 1974, at 1:30 o'clock P.M., and duly recorded in Book 5108 Page 211 of the records of this office.

Return to _____

When Recorded

By _____ Deputy.

_____ County Clerk—Register of Deeds.

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

212

SCHEDULE OF LANDS RIDER

Township 32 North, Range 108 West, 6th P.M.
Section 14: W/2 W/2, 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 1/4 of the southwest 1/4 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.

8 34049 03

213

[redacted] ASSIGNMENT OF OVERRID[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-46570

DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That R. K. Cramer
1150 Petroleum Club Bldg.
Denver, Colorado 80202
, 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
Nancy M. Todd	c/o 912 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	0.3094%
Robert D. Poulson	1000 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	0.3094%
William G. Odell	1000 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	0.1312%

Being in all a total of an undivided three-fourths of one percent (3/4ths of 1%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 30 North, Range 112 West, 6th P.M.
Sec. 32: NW/4SE/4

145998

RECORDED December 18 1974 9:00 A M
IN BOOK 51 Oil & Gas PAGE 215
FEES $ 3.00 Lucille R. Caldwell COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 40.00 acres, more or less.

WITNESS our hands this 15th day of August, 1974

Witnesses:
Virginia M. Minor

R. K. Cramer
R. K. CRAMER

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 15th day of August, 1974, before me personally appeared R. K. Cramer the signor of the above instrument, who duly acknowledged to me that he executed the same.

Virginia M. Minor
Notary Public

My commission expires:
March 17, 1976

Residing in Denver, Colorado

215

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: Assignee:

Janice Cauble as to William D. Odell

[illegible] as to [illegible]

Peggy Prentice as to [illegible]

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

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, Suite 330, 3545 South Tamarac, Denver, Colorado 80237, 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 22nd day of November, 1974.

S. A. Chorney

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 the 22nd day of November, 1974, 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.

Judith A. Butler
Notary Public

My commission expires:

MY COMMISSION EXPIRES APRIL 30, 1977

146042

RECORDED Dec. 20 1974 8:00 A.M.
IN BOOK 51 Oil & Gas PAGE 217
FEES $ 3.50 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

217

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
Wyoming 0314038	Township 48 North, Range 92 West Section 11: All Section 14: N½, SW¼	15/100 of 1% of 8/8ths
Wyoming 7999	Township 30 North, Range 114 West Section 5: W½SW¼ Section 7: NE¼ Section 8: NE¼, N½NW¼	3-1/2% of 8/8ths
Wyoming 16720	Township 33 North, Range 109 West Section 6: Lots 5,6,7, E½SW¼ Township 33 North, Range 110 West Section 1: S½N½, S½	2-1/2% of 8/8ths

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

AFFECTING UNITED STATES OIL AND GAS LEASES

DISTRICT LAND OFFICE - CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That DOROTHY CHORNEY, Suite 330, 3545 South Tamarac, Denver, Colorado 80237, 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 22nd day of November, 1974.

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 the 22nd day of November, 1974, 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.

Judith A. Buller
Notary Public

My commission expires:
MY COMMISSION EXPIRES APRIL 30, 1977

146043

RECORDED Dec. 20 1974 10:00 AM
IN BOOK 51 Oil and Gas PAGE 219
FEES $ 5.25 Anne R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Lease Serial No.	Description	Percent ORR
Wyoming 7417	Township 33 North, Range 113 West Section 18: Lots 1,2,3,4, E½W½ Section 19: Lots 1,2,3,4, E½W½ Section 30: Lots 1,2, E½NW¼ Township 33 North, Range 114 West Section 12: S½, SE¼NW¼ Section 26: NW¼, N½SW¼	3% of 8/8ths
Wyoming 7417-B	Township 33 North, Range 114 West Section 28: NE¼, S½NW¼, N½SE¼, SW¼SE¼	3-1/2% of 8/8ths
Wyoming 8017-A	Township 35 North, Range 114 West Section 10: All Section 15: All	1% of 8/8ths
Wyoming 8018	Township 35 North, Range 113 West Section 19: Lot 4 Section 30: Lots 1,2,3,4, E½W½, NE¼, N½SE¼, SW¼SE¼ Township 35 North, Range 114 West Section 14: W½ Section 23: W½ Section 25: All Section 36: All	1% of 8/8ths

[redacted] Wyoming [redacted]

OIL AND GAS LEASE
(Paid-up Lease — No Delay Rentals)

THIS AGREEMENT, made and entered into this 25th day of November, 19 74, by and between WILLIAM H. REISNER, JR. and JOAN S. REISNER, husband and wife

Box 631, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and EXXON CORPORATION of Box 2305, Houston, TX 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any other liquid or gaseous substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric transmission lines, power, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incidental to or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

E½SW¼, SE¼

5:350

RECORDED Dec. 13 19 74 at 2:00 P.M.
in Book Oil & Gas Page 221
[illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

[illegible]	✓
[illegible]	✓
[illegible]	✓

[illegible] 3) Month [illegible] 3(b) Flat [illegible]

[illegible] herein specified. For all purposes of this lease, [illegible] 2:0,60 [illegible]

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be continuously prosecuted if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, at the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

The consideration paid to lessor for this lease includes consideration in lieu of delay rental provisions and the rights and obligations of the parties hereunder shall be the same as if this lease contained provisions for the payment of periodic delay rentals throughout the primary term hereof and each periodic delay rental has been timely paid and accepted by lessor.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 production is sold or used off the premises or 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 will continue in force during all of the time or times while such well is shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate 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 60 days after the expiration of each successive period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to $1.00 per acre for each acreage described by this lease as to which the leasehold rights are, at the end of such annual period, owned by the lessee making such payment; provided that, if lessor owns less than the full and entire royalty interest in such acreage, such payments shall be such part (calculated on a royalty-acre basis) of said amount as lessor's royalty interest bears to the full and entire royalty interest in such acreage; and provided further that, if gas or gas-condensate from this lease is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 royalty or any part thereof. 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 First National Bank of Pinedale Wyoming 8[illegible], or its successor, which bank and its successors are lessor's agent and shall continue as the depository regardless of changes in the ownership of said land or the right to receive royalty hereunder. The full amount of the shut-in royalty payment for each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a smaller interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not lessee has executed or ratified this lease, all royalties herein provided shall be paid lessor only in the proportion (calculated on a royalty-acre basis) that lessor's interest in such land bears to the full and entire royalty interest in said land.

The rights of either party hereunder may be assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed; the executory provisions hereof shall extend to the successors, heirs and assigns of the parties; and in the event of an assignment or subletting as to the leasehold rights so assigned or sublet from any liability, to lessor thereafter accruing upon any of the terms or conditions of this lease, either express or implied. No change in the ownership of the land or royalties, however accomplished, shall increase the obligations or diminish the rights of lessee, including the location, spacing or installation of separate tanks by lessee. Notwithstanding the execution or ratification by lessee, or the payment to lessee, of any cash consideration or royalty for a larger interest than that owned by lessee in the leased premises, or in the oil and gas in place thereunder, or in the production therefrom, lessee's obligations to pay royalties hereunder shall be reduced proportionately only in the manner hereinabove provided. No change in the ownership of said land or of the right to receive royalties hereunder, or of any interest therein, shall be binding on lessee (except at lessee's option in any particular instance) for any purpose until thirty days after there has been furnished to lessee at Houston, Texas, or at such other place as lessee may designate, the instrument or instruments, or duly certified copies thereof, constituting the chain of record title from lessor, or from the last prior assignee of record of lessor, as the case may be, to the party claiming as owner thereof, including proper recording data for each such instrument. Such notice shall be supported by original or certified copies of all documents and other instruments necessary to establish the ownership of the claiming party.

Lessee may at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises and be relieved of all obligations thereafter accruing as to the acreage, zones, formations or depths so released, and thereupon shall be relieved of all obligations thereafter accruing with respect to the acreage, zones, formations or depths covered by such release.

Lessee shall have the right at any time while this lease is in force, to pool or unitize all or any part of the land covered by this lease with other land, lease or leases, or interests thereof, whether such other interests are pooled by voluntary agreement on the part of the owner thereof or by the exercise by lessee, whenever in lessee's judgment it is necessary or advisable to do so, to create a multiple production allowable from any one or more of the formations covered by this lease, or any one or more of the subdivisions thereof, which may be created by virtue of any law, rule or regulation, or any one or more of the separate tracts comprising the leased premises, or any one or more portions or parts thereof, whether such tracts, portions or parts are contiguous or not, into a unit or units not exceeding 640 acres in area plus an acreage tolerance not to exceed 10%, if the gas or gas-condensate reservoir contains more than 640 acres, and not exceeding 80 acres in area plus an acreage tolerance not to exceed 10%, if the gas or gas-condensate reservoir contains 80 acres or less, provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of the field which includes all or any portion of the land covered by this lease, or a portion thereof, as a producing allowable based on acreage per well, then any unit formed hereunder shall conform as nearly as may be practicable to the size and shape prescribed or as may be permitted by such governmental order or rule. The terms hereof relating to the unit area established hereunder may be altered from time to time by lessee in order to conform to the acreage then applicable to such unit, by filing of record a declaration of such change, which change shall be effective on the date such declaration is filed unless a later effective date is specified therein. Production of oil or gas from any part of a unit which includes all or a portion of the land covered by this lease, regardless of whether such production is located on land covered by this lease, shall maintain this lease in force during the term hereof or thereafter as to all land covered hereby. In lieu of the royalties elsewhere herein specified, including shut-in gas well royalties, lessor shall receive on production from any unit so pooled 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 so pooled in the particular unit involved.

covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time while the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not owned by the lessor which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into and executing any agreement or plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, may be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such agreement whereby the production therefrom is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production shall be made hereunder as lessor shall be vested solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee as to their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address or by delivery to lessor's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessor, be let, granted or leased by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the lessor of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor therein is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or accept the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but is not obligated to do so. Failure of lessee to exercise any such rights acquired by lessee shall not be a breach of this lease nor subject lessee to any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and may deduct amounts so paid by lessee for lessor from any and all royalties or other payments then or thereafter due lessor. Lessor agrees that lessee may deduct from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor or lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessor not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Within 60 days prior to the expiration of the primary term of this lease, lessee shall have the right to renew said lease for an additional five year period, under the same terms, conditions, and consideration as provided and agreed to herein, upon payment to lessors' depository bank of the identical bonus consideration that was paid to the lessors for the execution of this lease.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

(FED. ID. # 219-07-0888)
WILLIAM H. REISNER, JR.

(FED. ID. #
JOAN S. REISNER

(Individual—Wyo.)

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

The foregoing instrument was acknowledged before me by WILLIAM H. REISNER, JR. and JOAN S. REISNER, husband and wife this 4th day of December, 1974.

WITNESS my hand and official seal.

My commission expires:

FAYE MARIONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1975

Notary Public

My commission expires:

Notary Public

Residing at:

(Certificate of Recording)

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the day of , 19 , at o'clock M and recorded in Book at Page of the records of this office.

By

County Clerk
Register of Deeds

Deputy

AFTER RECORDING, RETURN TO:

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASES
EVANSTON 018722(a) and EVANSTON 01822(b)

This Overriding Royalty Assignment made this 9th day of December, 1974, by and between Mrs. Nell Petre, a widow, whose address is 5701 LEMP AVE. NORTH HOLLYWOOD, California, hereinafter called Lessee; and Nellie M. Marty of P. O. Box 231, Green River, Wyoming 82935, and Ned H. Moerke of 7618 Glen Prairie, Houston, Texas 77017, hereinafter called Assignees; Witnesseth:

WHEREAS, Lessee is the owner of an undivided one-half interest in and to an overriding royalty interest in Lease of Oil and Gas Lands Under the Act of February 25, 1920, Sec. 14-18, situated in the Piney-LaBarge Area, in the State of Wyoming, and more particularly described as follows, to wit:

2% Overriding Royalty Interest in Serial Evanston 018722(a), T. 28 N., R. 114 W., 6th P.M., Wyoming, Sec. 1, Lots 7 and 8, S/2NW/4, SW/4, SW/4SE/4, containing 340.76 acres; subject to the Piney-LaBarge Unit Agreement, approved November 30, 1938; and,

1-1/2% Overriding Royalty Interest in Serial Evanston 018722(b), T. 28 N., R. 113 W., 6th P.M., Wyoming Sec. 6, Lots 16 to 21, inclusive; Sec. 7, Lots 5 to 16, inclusive, T. 28 N., R. 114 W., 6th P.M., Sec. 1, Lots 5 and 6, S/2NE/4, N/2SE/4, SE/4SE/4, containing 856.07 acres; subject to the Piney-LaBarge Unit Agreement approved November 30, 1938.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto the Assignees, Nellie M. Marty and Ned H. Moerke, as tenants in common, their heirs and assigns, all of the foregoing estate and interest of the assignee, Mrs. Nell Petre, reserving unto the said assignee a life estate in all of said estate and interest.

RECORDED ... 19 ...
IN BOOK ... PAGE ...
SUBLETTE COUNTY, PINEDALE, WYO.
NO

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representatives and successors.

IN WITNESS WHEREOF, Lessee has executed and delivered this assignment in triplicate the day and year first above written.

Nell Petre

The State of WYOMING)
)
County of SWEETWATER)

The foregoing instrument was acknowledged before me by Nell Petre, this 9th day of December, 1974.

Witness my hand and official seal.

Lawrence A. Wait
Notary Public

My Commission Expires: December 31, 1974.

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That Wichita Industries, Inc., P.O. Box 1110, Wichita Falls, Texas 76307, Assignor, for $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Cartridge Syndicate, a Texas Joint Venture, of which Wichita Industries, Inc., a Virginia corporation, and Chartiers, Ltd., a Texas limited partnership, are the joint venturers, pursuant to a Joint Venture Agreement dated April 1, 1974, and of which Wichita Industries, Inc. is the venture manager, Assignee, all of its right title and interest in and to those certain oil and gas leases described in Exhibit A attached hereto insofar as said leases cover the lands described in Exhibit A.

To have and to hold unto the Assignee, its successors and assigns, subject to the terms and conditions of the leases hereby assigned and all outstanding overriding royalty interests and other interests previously reserved.

This Assignment is made without warranty of title, express or implied, except that Assignor hereby warrants the title to the leases described in attached Exhibit A against all persons now or hereafter claiming any interest herein by, through or under Assignor.

IN WITNESS WHEREOF, this instrument has been executed as of the 11th day of December, 1974.

WICHITA INDUSTRIES, INC.

By _____
Vice-President

ATTEST:

_____
Assistant Secretary

STATE OF _____)
: ss.
COUNTY OF _____)

RECORDED this ___ day of _____ 19__ at ___ o'clock ___ M.
in Book ___ of Misc. Records, page 225
Recorded & Indexed & COUNTY CLERK
CAMPBELL COUNTY, WYOMING

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of December, 1974, by Elmore A. Willets, Jr., as Vice-President and B. L. Bryans, Jr., as Assistant Secretary of Wichita Industries, Inc., a Virginia corporation.

Witness my hand and official seal.

My commission expires May 5th 1978.

Notary Public

EXHIBIT A-p. 1

STATE	COUNTY	LEASE NUMBER	LESSOR	DESCRIPTION
WYOMING	CONVERSE	5001	ST. WYO. 69-16143	T33N, R74W-6TH PM SECTION 1: N 1/2 OF SE 1/4 CONTAINING 80 ACRES
WYOMING	CONVERSE	5002	ST. WYO. 68-35811-A	T34N-R75W-6TH PM SECTION 16: W 1/2 NW 1/4 CONTAINING 80 ACRES
WYOMING	CONVERSE	5003	ST. WYO. 65-6589	T37N-R77W-6TH PM SECTION 14: NW 1/4 SW 1/4 15: NE 1/4 SE 1/4, SE 1/4 NE 1/4 CONTAINING 120 ACRES
WYOMING	CONVERSE	5004	ST. WYO. 65-3372	T36N-R77W-6TH PM SECTION 36: E 1/2 SE 1/4 CONTAINING 80 ACRES
WYOMING	CONVERSE	5005	ST. WYO. 68-21454	T39N-R77W-6TH PM SECTION 16: E 1/2 SE 1/4 19: NE 1/4 SW 1/4 CONTAINING 120 ACRES
WYOMING	CONVERSE	5006	U.S.A. W-3565	T33N-R74W-6TH PM SECTION 2: LOTS 1, 2, S 1/2 NE 1/4, SW 1/4 SW 1/4 CONTAINING 200.79 ACRES
WYOMING	CONVERSE	5007	U.S.A. W-20276	T34N-R74W-6TH PM SECTION 1: LOTS 1, 2, 3, 4, S 1/2 N 1/2 3: LOTS 1, 2, S 1/2 NE 1/4, SE 1/4 4: LOTS 1, 2, 3, 4, S 1/2 N 1/2 6: LOTS 1, 2, 3, 4, 5, S 1/2 NE 1/4 SE 1/4 NW 1/4 15: SW 1/4 CONTAINING 1,433.11 ACRES
WYOMING	CONVERSE	5008	U.S.A. W-0310599	T35N-R 73W-6TH PM SECTION 31: LOT 4, SE 1/4 SW 1/4 32: N 1/2 NE 1/4 T 35N-R 74 W - 6TH PM SECTION 22: SE 1/4 SE 1/4, S 1/2 SW 1/4 CONTAINING 217.96 ACRES
WYOMING	CONVERSE	5009	U.S.A. W-316916	T 34N-R 75W - 6TH PM SECTION 28: NW 1/4 NE 1/4, S 1/2 NE 1/4, NW 1/4 CONTAINING 280 ACRES
WYOMING	CONVERSE	5010	U.S.A. W-0321210	T34N, R 76 W - 6TH PM SECTION 31: E 1/2 SW 1/4 CONTAINING 80 ACRES
WYOMING	CONVERSE	5011	U.S.A. W-0325403	T34N-R76W-6TH PM SECTION 34: N 1/2, N 1/2 SW 1/4, NW 1/4 SE 35: NW 1/4 NW 1/2 CONTAINING 480 ACRES
WYOMING	CONVERSE	5012	U.S.A. W-3115-A	T 34N-R76W-6TH PM SECTION 31: LOT 3 CONTAINING 38.59 ACRES

EXHIBIT A - p. 2

STATE	COUNTY	NUMBER	LESSOR	DESCRIPTION
WYOMING	CONVERSE	5013	U.S.A. W-6530	T36N-R76W-6TH PM SECTION 7: NE 1/4, E 1/2 NW 1/4, E 1/2 SE 1/4 8: ALL 9: ALL 10: ALL CONTAINING 2240 ACRES
WYOMING	CONVERSE	5014	U.S.A. W-19366	T36N-R 76W - 6TH PM SECTION 21: N 1/2 CONTAINING 320 ACRES
WYOMING	CONVERSE	5015	U.S.A. W-0323704	T36N-R76W-6TH PM SECTION 22: SE 1/4 CONTAINING 160 ACRES
WYOMING	CONVERSE	5016	U.S.A. W-26000	T36N-R77W-6TH PM SECTION 7: LOTS 1, 2, 3, 4, E 1/2 SW 1/4, SE 1/4 CONTAINING 384.40 ACRES
WYOMING	CONVERSE	5017	U.S.A. W-23592	T36N-R77W-6TH PM SECTION 24: N 1/2 CONTAINING 320 ACRES
WYOMING	CONVERSE	5018	U.S.A. W-29190	T36N-R76W-6TH PM SECTION 17: W 1/2 SW 1/4, W 1/2 SE 1/4 20: E 1/2 NE 1/4 21: E 1/2 NE 1/4, E 1/2 SW 1/4, W 1/2 SE 1/4, W 1/2 SW 1/4 CONTAINING 560 ACRES
WYOMING	CONVERSE	5019	U.S.A. W-0314202	T 37N-R77W - 6TH PM SECTION 27: NW 1/4 CONTAINING 160 ACRES
WYOMING	CONVERSE	5020	U.S.A. W-15183	T38N-R77W-6TH PM SECTION 1: LOTS 1, 2, 3, 4, S 1/2 N 1/2, S 1/2 12: N 1/2, N 1/2 SW 1/4, SE 1/4 SW 1/4, SE 1/4 CONTAINING 1,238.60 ACRES
WYOMING	CONVERSE	5021	U.S.A. W-0317913	T38N-R 77W - 6TH PM SECTION 6: LOTS 2, 3 CONTAINING 81.02 ACRES
WYOMING	CONVERSE	5022	U.S.A. W-21227	T39N-R77W- 6TH PM SECTION 28: NE 1/4, N 1/2 SE 1/4, SW 1/4 SE 1/4 CONTAINING 280 ACRES
WYOMING	CONVERSE	5023	U.S.A. W-5159	T 39-N R 77W - 6TH PM SECTION 21: E 1/2 CONTAINING 320 ACRES

EXHIBIT A-p. 3

STATE	COUNTY	NUMBER	LESSOR	DESCRIPTION
WYOMING	CONVERSE	5024	U.S.A. W-21226	T39N-R77W-6TH PM SECTION 18: LOTS 1, 2, 3, 4, E 1/2 NE 1/4, SW 1/4 NE 1/4, E 1/2 W 1/2 CONTAINING 457.68 ACRES
WYOMING	CONVERSE	5025	U.S.A. W-23229	T39 N - R 77 W - 6TH PM SECTION 32: E 1/2 SECTION 33: ALL CONTAINING 960 ACRES
WYOMING	CONVERSE	5026	U.S.A. W-23226	T39N- R 77 W-6TH PM SECTION 18: SE 1/4 19: LOTS 1, 2, NE 1/4, E 1/2 NW 1/4 CONTAINING 485.33 ACRES
WYOMING	CONVERSE	5027	U.S.A. W-23227	T39N - R 77W - 6TH PM SECTION 19, LOTS 3, 4, SE 1/4 SW 1/4, SE 1/4 29: W 1/2 NW 1/4, S 1/2 30: LOTS 1, 2, 3, 4, E 1/2, E 1/2 W 1/2 31: LOTS 1, 2, 3, 4, E 1/2, E 1/2 W 1/2 32: W 1/2 CONTAINING 2302.71 ACRES
WYOMING	CONVERSE	5028	U.S.A. W-23228	T39N- 77W - 6TH PM SECTION 28: W 1/2 29: NE 1/4, E 1/2 NW 1/4 CONTAINING 560 ACRES
WYOMING	CONVERSE	5029	U.S.A. W-26399	T39N- R 78W - 6TH PM SECTION 10: NW 1/4 NW 1/4 15: NE 1/4 NE 1/4 CONTAINING 80 ACRES
WYOMING	CONVERSE	5030	U.S.A. W-9951	T40N-R77W - 6TH PM SECTION 28: SW 1/4 SW 1/4 CONTAINING 40 ACRES
WYOMING	SUBLETTE	5034	U.S.A. W-43219	T33N-R114W, 6TH PM SECTION 15: ALL CONTAINING 640 ACRES

2nd

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 lease, and not including any overriding royalty, production payment, or payment out of production previously reserved or conveyed, hereby transfers and assigns to the assignee shown above the record title interest in and to such lease as specified below.

2. Description of lands affected by this assignment *(43 CFR 3161.2-3)*

Wyoming, Sublette County

Township 28 North, Range 110 West, 6th P.M.
Section 23: SW¼

Containing 160.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or fraction)* 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 5 of Instructions; specify percentage.)* Four percent of eight-eighths (4% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed out of the record title interest assigned? none

The undersigned assignor certifies that the ownership of all interests in this lease between the assignor and the United States, aggregate in excess of 1/100 of all the record title interests in the lease, will be accounted for under the communitization agreement for the Big Piney unit area, and that the average production of the well producing on the communitized area 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 17th day of September, 1974

A. W. Flanagan
(Assignor's Signature)
P. O. Box 203
Philip G. Flanagan

Riverton Wyoming 82501
(City) (State)

Rosalie Flanagan, Wife of Assignor who joins (State)
herein for the purpose of releasing any interest to same to any claim 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:

100082

RECORDED Dec 23, 1974 11:45 AM
BOOK 3/Misc Rec PAGE 450
Rosalie Flanagan COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Serial No. LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1974

By [signature]
(Authorized Officer)

Chief, Br. of Leasing & Minerals Operations
(Title)

DEC 10 1974

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of [illegible]

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 assigament *(information as to interests of other parties in this assigment 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)

(Assignee's Address)

(City, State, Zip Code)

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

GENERAL INSTRUCTIONS

SPECIFIC INSTRUCTIONS

PART I

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee must furnish a certified copy of the articles of incorporation or partnership, a statement that he is authorized to act on behalf of the association or partnership, and a statement of the names and addresses of all members owning more than 10% interest.

If assignee is a corporation, it must furnish a statement containing the following information as to each class of stock issued: (a) that officers executing assignment on behalf of the corporation are authorized to do so; (b) number of shares of stock issued, par value, and percentage of stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of the corporation is owned or controlled by or for individuals having addresses outside the United States, a statement showing the name and address of each such individual, the number of shares owned or controlled by him, and the percentage of such stock so owned or controlled by him shall be furnished.

If evidence of qualifications of assignee has previously been furnished as required by Part II, A, 3, a brief statement to that effect, together with the serial number assigned to such evidence, will be sufficient as to any information. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests of Assignee.* — Regardless of whether or not he is the sole party in interest in the assignment, if not, assignee must submit, or have filed, a signed statement giving the names of all other 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, the nature of agreement between them, if any, and if no agreement, it so state. All interested parties must furnish evidence of their qualifications to hold such interests. Separate statements and written agreements must be filed no later than fifteen (15) days after filing of assignment.

Form 3106-5 (February 1971)

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

ACKNOWLEDGMENT - - INDIVIDUAL

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

BE IT KNOWN, That the undersigned, a Notary Public, in and for said County and State, on this 17th day of [illegible], 19 78, personally appeared [illegible] BLANAGAN

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

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

My Commission Expires: June 10, 1978

Notary Public

231

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 30 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 the assignment on a pro rata basis per the number of acres involved. Any reassignment as provided herein shall be made free from all burdens other than those existing on the date hereof.

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 25th day of June 19 74

by and between Ruth S. Mershon and Willis C. Mershon her husband
2435 "C" Street, San Diego, California 92102
San Diego, California

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:

Township 35 North, Range 113 West
Section 14: W/2 NW/4, NW/4 SW/4
Section 15: NE/4 NE/4, S/2 N/2, S/2

containing five and --640.00-- 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 $3.00 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 Southern California First National Bank Bank at 530 "B" Street, San Diego, Ca. 92101 or its successor or successors, or any bank with which it may be merged or consolidated or which succeeds to its business or assets, 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---------- 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. [illegible] it is agreed that the execution [illegible] payments or tenders [illegible] when [illegible] Rentals [illegible] under [illegible] this lease. Notwithstanding [illegible] under or 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 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 [illegible] 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 shall be drilled on the above described land 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, all rentals 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 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 have the right to drill in conjunction 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 strata 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 oil or gas wells or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting legal subdivisions), 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 thereon or 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 drilling operations, 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 the acreage 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 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 upon 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 proposing to be enacted by any Federal or State legislative authority, or with orders, rules or regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or officials, shall not constitute a violation of any of the terms of this lease, nor shall it be or constitute 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

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 estate, 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 _____ (SEAL)
_____ (SEAL)	Ruth S. Mershon (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	[illegible] (SEAL)

STATE OF Oklahoma }
COUNTY OF Tulsa } 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 July, 1974, personally appeared Ruth S. Mershon and Willis C. Mershon, 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 Sept. 10, 1976

Bonnie Jean Maxfield
Notary Public

OFFICIAL SEAL
BONNIE JEAN MAXFIELD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Sept. 10, 1976

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 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 _____

Notary Public

Oil and Gas and Mineral Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

Acres _____ Town _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____
County Clerk—Register of Deeds.

By _____ Deputy.

No. of Acres _____

Fee _____

Recorded _____

Abstracted _____

Checked _____

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]

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

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 June 25, 1974, from Ruth S. Mershon and Willis C. Mershon, her husband, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation, 600 Oklahoma Mortgage Building, Oklahoma City, Oklahoma 73102 insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 113 West, 6th P. M.
Section 14: W/2 NW/4, NW/4 SW/4
Section 15: NE/4 NE/4, S/2 N/2, S/2

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Edward L. Sargent and Margaret A. Sargent, husband and wife

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 [illegible] and we declare that said lease is now in full force and effect, and we do hereby agree that payment of the consideration now paid or the undertakings to be performed by the undersigned hereunder will be sufficient consideration for any and all extensions of said lease to the next rental paying date; and each of the undersigned agrees that any rental which may become due hereunder 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
Willis C. Mershon	2435 "C" Street San Diego, California 92102	First National Bank 530 "B" Street San Diego, California 92101	$213.34
Edward L. Sargent	Route 1, Box 1086 Carbondale, Colorado 81623	Alaska State Bank P. O. Box 769 Fairbanks, Alaska 99707	$ 3.34
Bert L. Sargent	2 Mile Goldstream Road Fairbanks, Alaska 99701	Roaring Fork Bank Carbondale, Colorado 81623	3.34

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

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

WITNESS our hands and seals this ____ day of ____, 19____.

X Edward L. Sargent (Seal)
Edward L. Sargent (Seal)
X Margaret A. Sargent (Seal)
Margaret A. Sargent (Seal)
(Seal)

STATE OF [redacted] } ss.
COUNTY OF [redacted] }

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

BE IT REMEMBERED, that on this [redacted] day of [redacted], before me, the undersigned, a Notary Public, in and for said County and State, on the [redacted] day of [redacted], personally appeared [redacted]

and [redacted]

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 [redacted] executed the same as [redacted] 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 official seal the day and year last above written.

My Commission Expires: 5th - 12 - 23

[redacted]
Notary Public

State of [redacted] }
County [redacted] } ss.

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

Witness my hand and official seal.
My Commission Expires:

[redacted]
Notary Public

State of [redacted] }
County of [redacted] } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this [redacted] day of [redacted], A. D. 19[redacted], before me personally appeared [redacted] to me personally known, who being by me duly sworn, did say that he is the [redacted] of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said [redacted] acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

[redacted]
Notary Public

My Commission expires [redacted]

FROM [redacted]

TO [redacted]

Dated [redacted]

No. Acres [redacted]

Term [redacted]

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

Volume 237 Of Mortgages, Page 236

Witness my hand and official seal of this office.

[redacted] County Clerk.

By [redacted] Deputy.

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

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 June 25, 1974, from Ruth S. Mershon and Willis C. Mershon, her husband, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation, 600 Oklahoma Mortgage Building, Oklahoma City, Oklahoma 73102 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 113 West, 6th P.M.
Section 14: W/2 NW/4, NW/4 SW/4
Section 15: NE/4 NE/4, S/2 N/2, S/2

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consi[illegible]tions, we Bert L. Sargent and Renate M. Sargent, husband and wife

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 [illegible] described land, and to hereby lease, demise and [illegible] unto Gulf Oil Corporation [illegible] necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rental 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
Willis C. Mershon	2435 "C" Street San Diego, California 92102	First National Bank 530 "B" Street San Diego, California 92101	$213.34
Edward L. Sargent	2 Mile Goldstream Road Fairbanks, Alaska 99701		$213.34
Bert L. Sargent	Route 1, Box 1086 Carbondale, Colorado 81623	Roaring Fork Bank Carbondale, Colorado 81623	$213.34

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 [illegible] 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 [illegible] of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal re[illegible] wives, successors, and assigns of each of us.

WITNESS our hands and seals this [illegible] day of [illegible], 19[illegible].

X Bert L. Sargent (Seal)

Bert L. Sargent (Seal)

X Renate M. Sargent (Seal)

Renate M. Sargent (Seal)

(Seal)

STATE OF .....
COUNTY OF .....
} ss.

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

BE IT REMEMBERED, that 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 Colorado
County Eagle
} ss.

The foregoing instrument was acknowledged before me this 27th day of April, 19 27
by Walter L. Sargent and Roberta M. Sargent

Witness my hand and official seal.
My Commission Expires:
May 13 1928

Ethel L. Lacy
Notary Public

State of .....
County of .....
} ss.

ACKNOWLEDGMENT (Form for Corporation)

On this ..... day of ....., 19....., before me personally appeared ..... to me personally known, who, being by me duly sworn, did say that he is the ..... 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

Recorded ..... 19.....

Acres.....

County.....

STATE OF

This instrument was filed for record on the ..... day of .....

of the records of this office.

.....
County Clerk

By .....

When recorded return to

[redacted]

FEES PAID
Book .....
Page .....

[redacted] [redacted] [redacted]

No. 950C.—Dietz-Robinson Printing Company, 1324-48 Stout Street, Denver, Colorado
FORM 93 UNIT—WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 4th day of November, 1974, by and between Raymond A. Devine and Mayme Ball Devine, his wife, of Mountain View Estates, Route 1, Twin Falls, Idaho 83301, party of the first part, hereinafter called lessor (whether one or more) and Belco Petroleum Corporation, P.O. Box 19234, Houston, Texas 7724, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit: See attached

Containing 3785.25 more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five years from this date (called "primary term") and as long thereafter as oil or gas or either of them, is produced therefrom, or as such longer thereafter as the lessee shall conduct drilling operations thereon in good faith and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or either of them, 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 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 only is found, while the gas not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessee'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, 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 the First National Bank at Kemmerer, Wyoming 83101 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 Three Thousand Seven Hundred and Eighty-five and 25/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from such 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 privilege 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.

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 or lands pooled therewith, or if all wells on this land or lands pooled therewith become incapable of producing, and during the primary term hereof, and this lease is not then otherwise being maintained in force, but lessee is then engaged in drilling a well or wells hereon, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing paying date, or provided the lessee 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 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 operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the terms 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 this lease shall be assigned 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 such assignment.

10. If the lease premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the number of surface acres owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, or any assignee hereof shall make due payment of said rentals, 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 payment 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, extend 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. 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 parts 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 royalties 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 the conservation of natural resources, prevention of waste, protection of reservoir pressure and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have a right to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all minerals or horizons thereunder, and the right to drill, mine, explore and operate for and produce pooled minerals from any part of the pooled acreage in such manner as to obtain the same effect as though operations were conducted or production were obtained from or allocated to the leased premises. The entire acreage so pooled into a unit may be treated, for all purposes except the payment of royalties, as if it were leased, developed and operated as an integral unit under the terms of this lease. In lieu of the royalties elsewhere herein specified, including shut-in royalties, upon the leased premises, and no royalties shall be payable hereunder with respect to minerals pooled therewith from any well located on the pooled acreage but not on the leased premises, there shall be allocated to the leased premises included in the unit such proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease operations, as the number of surface acres of the leased premises included in the unit bears to the total number of surface acres in the unit, and royalties shall be payable hereunder only with respect to the minerals so allocated. Operations conducted upon any part of the unitized acreage shall be considered, for all purposes except the payment of royalties, operations conducted upon the leased premises. There shall be allocated to the leased premises included in the unit only such portion of any minerals used in lease operations or unavoidably lost as may be reasonable.

14. Lessee hereby agrees to pay or discharge all taxes, assessments and other charges levied 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 express or implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault 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.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

17. All rights in respect to said for the purpose of this lease lessor, and each of them if there is more than one, hereby release and waive the right of homestead.

WITNESS our hands as of the day and year first above written.

Raymond A. Devine

Mayme Ball Devine

MAYME BALL DEVINE

ACKNOWLEDGMENT

STATE OF [illegible] }
County of Twin Falls } ss.

240

On this 18th day of November, 1974, before me personally appeared [illegible] Devine, and Raymond A. [illegible] husband and wife, to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 18th day of November, 1974.

My Commission Expires 6-14-76

[illegible]
Notary Public.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF .....
County of ..... } ss.

On this ..... day of ....., 19....., before me personally appeared .....
..... to me known to be the person..... described in and who executed the foregoing instrument and acknowledged that ..... executed the same as ..... free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this ..... day of ..... 19.....
My Commission Expires .....

Notary Public.

MONTANA ACKNOWLEDGMENT

STATE OF .....
County of ..... } ss.

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

Witness my hand and official seal.

My Commission Expires .....

.....
Notary Public within and for the State of .....
Residing at .....

No. 240

FROM

TO

State of [illegible] }
County } ss.

This instrument was filed for record on the [illegible] day of [illegible], 19[illegible], at [illegible] o'clock [illegible] M., and duly recorded in Book [illegible] Page [illegible] of the records of this office.

[illegible]
County Clerk and Ex-Officio Recorder.

By [illegible] Deputy.

When recorded return to [illegible]

[illegible]

COLORADO ACKNOWLEDGMENT

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.

P. O. .....

Township 34 North, Range 113 West
Section 11: S/2 SW/4
Section 13: W/2 SW/4, SE/4 SW/4, SW/4 SE/4
Section 14: SE/4, NE/4 SW/4, NW/4
Section 15: E/2 NE/4, NW/4 NE/4, NE/4 NW/4
Section 23: NE/4, N/2 SE/4
Section 24: NW/4, NW/4 SW/4, W/2 NE/4, NE/4 NE/4

containing 1320 acres, more or less

Township 34 North, Range 112 West
Section 5: W/2 SW/4, SE/4 SW/4
Section 6: Lots 5, 6, 7, SE/4 NW/4, E/2 SW/4, SE/4
Section 7: Lots 1, 2, 3, 4, E/2 W/2, NE/4, N/2 SE/4, SW/4 SE/4
Section 8: NW/4, NW/4 SW/4
Section 18: Lots 1, 2, 3, 4, E/2 NW/4, NE/4 SW/4, W/2 NE/4, NW/4 SE/4
Section 19: Lot 1, NE/4 NW/4

Township 34 North, Range 113 West
Section 1: S/2 NE/4, N/2 SE/4, SE/4 SE/4
Section 12: SE/4 NE/4, SE/4
Section 13: NE/4, N/2 SE/4, SE/4 SE/4

containing 2,165.25 acres, more or less

EXTENSION OF OIL AND GAS LEASE

Know All Men by These Presents, That,
Whereas, on October 15, 1969, James P. Walker and Evelyn H. Walker executed in favor of Chorney Oil Company an oil and gas lease covering and affecting the following described property, to wit:

Township 30 North, Range 114 West
Section 8: S½NW¼, NW¼SW¼, NW¼SE¼

in Sublette County, Wyoming

which said oil and gas lease is duly recorded in volume 44, page 423 of the Oil and Gas records of Casper, Wyoming, and,

Whereas, the aforesaid oil and gas lease stipulates and provides that the same shall continue for a term of five (5) years from its date and as long thereafter as oil or gas or either of them is producing from said land in paying quantities, and it is the mutual desire of the parties hereto to extend and continue said lease beyond said term of five (5) years.

Therefore, it is covenanted and agreed by and between the parties hereto that, for and in consideration of the price and sum of 10 Dollars cash in hand paid this day, the receipt of which is hereby acknowledged, the aforesaid oil and gas lease and all the rights and privileges, conditions and agreements therein contained and recited are hereby extended and continued for a period of five (5) years from and after October 15, 1974 (i.e., from October 15, 1974 to October 15, 1979) said lease to be and remain in full force and effect for the term of this extension over and beyond the original term therein specified.

IN TESTIMONY WHEREOF, the parties hereto have signed this instrument this 9th day of October, 1974.

[signature]

[signature]

[signature]

1468484

FILED for record
at 9:00 o'clock A.M.
OCT 15 1974
SUBLETTE COUNTY, WYOMING

State of Wyoming

County of Carbon

On this 11th day of October, 1974, before me personally appeared James P. and Evelyn H. Walker, 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.

Witness my hand and official seal.

My commission expires Dec. 28, 1975.

[signature]
Notary Public

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 18th day of November, 19 74, by and between ROBERT E. RICHARDSON and GLORIA F. RICHARDSON, husband and wife

of 6116 Sumter Ave., North, Minneapolis, Minnesota, hereinafter called lessor (whether one or more), and EXXON CORPORATION Box 2305, Houston, TX 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more DOLLARS ($ 10 & more) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY MADE A PART HEREOF

146197

RECORDED Jan 6 1975 9:00 A.M.
IN BOOK 5 Oil & Gas PAGE 243
FEES 4.00 Lucy J. Rupke COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section 15, Township 34 North, Range 110 West, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 30.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the FIRST NATIONAL Bank at PINEDALE WYOMING (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of THIRTY AND NO/100 DOLLARS ($ 30.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. 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 just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or 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 will 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 and gas-condensate 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 the 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, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 depository bank above designated. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the several parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in this leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into any unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises 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.

No water is to be drawn from Duck Creek and no waste water or other material is to be allowed to return to Duck Creek.

Lessee assumes responsibility for surface damage and reasonable restoration of property to approximate original condition.

Please Initial

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Robert H. Schroeder

Jeannette L. Nordberg

Dawn G. Nelson

Robert E. Richardson

ROBERT E. RICHARDSON
Soc. Sec.# 397-20-3285

Gloria F. Richardson

GLORIA F. RICHARDSON

STATE OF Minn
COUNTY OF Hennepin } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by ROBERT E. RICHARDSON and GLORIA F. RICHARDSON, husband and wife

this 23rd day of December, 19 74.

WITNESS my hand and official seal.

Paul M. Lap
Notary Public

My commission expires:

PAUL M. LAP
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 10, 1976

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by .....

this ..... day of ....., 19 .....

WITNESS my hand and official seal.

My commission expires:

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by .....

as .....

of .....

this of ..... day of ....., 19.....

WITNESS my hand and official seal.

My commission expires:

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ....M and recorded in Book ..... at Page ..... of the records of this office.

Register of Deeds

By

Deputy

AFTER RECORDING, RETURN TO: EXXON COMPANY, U.S.A.

[redacted] Box 120

Denver, Colorado 80201

[redacted]

EXHIBIT "A"

That portion of the W½ of the NW¼ of Section 15, Township 34 North, Range 110 West of 6th P.M., Wyoming, lying west of the Cora Road, being west of the hereinafter described Line, to-wit: Beginning at a point on the south boundary of the W½NW¼ of said Section 15 from which the west quarter corner of said Section 15 bears due west a distance of 275.0 feet; thence north 17°55' east a distance of 1450.4 feet to the point of beginning of a 1°00' curve to the left, the radius of which is 5729.6 feet, the total central angle of which is 16°33' and the total length of which is 1655.0 feet; thence along said 1°00' curve to the left through a central angle of 14°03' a distance of 1405.6 feet, more or less, to a point on the north boundary of said Section 15, from which the north quarter corner thereof bears easterly approximately 1634 feet, containing 30 acres, more or less.

REH DFK.
Initials

PRODUCERS 88—(SPECIAL)
(WYOMING)—XXXXXXX Wyoming
REV. 5-64

OIL AND GAS LEASE
(Paid-up Lease — No Delay Rentals)

THIS AGREEMENT, made and entered into this 6th day of December, 1974, by and between GRANT BECK and KATHRYNE I. BECK, husband and wife

of Box 251, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and EXXON CORPORATION Box 2305, Houston, TX 77001, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more---------- DOLLARS ($ 10 & more) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described, for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Section 13: E½SW¼, SE¼
Section 24: NE¼

Township 33 North, Range 108 West, 6th P.M.
Section 18: Lots 3, 4, E½SW¼
Section 19: Lots 1, 2, E½NW¼ less a Tract described as beginning at the NE¼ corner of the NW¼, thence W. 100.00', thence S. 528', thence W. 1650.00', thence S. 2112.00', thence E 1750.00', thence N. 2640.00' to point of beginning, containing 86.06 acres, more or less.

of Section ---, Township ---, Range ---, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 635.34 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Five(5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abondonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (⅛) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease.

2nd. To pay lessor one-eighth (⅛) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used.

The consideration paid to lessor for this lease includes consideration in lieu of delay rental provisions and the rights and obligations of the parties hereunder shall be the same as if this lease contained provisions for the payment of periodic delay rentals throughout the primary term hereof, and each such delay rental had been timely paid and accepted by lessor.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated 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 therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate 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 end of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to $1.00 per acre for the acreage covered by this lease as to which the leasehold rights are, at the end of such annual period, owned by the lessee making such payment; provided that, if lessor owns less than the full and entire royalty interest in such acreage, such payments shall be such part (calculated on a royalty-acre basis) of said amount as lessor's royalty interest bears to the full and entire royalty interest in such acreage; and provided further that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any 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 First National Bank of Pinedale, Wyoming 8294[illegible], which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or the right to receive royalties hereunder. 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.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all royalties herein provided shall be paid lessor only in the proportion (calculated on a royalty-acre basis) which the royalty interest owned by him in said land bears to the full and entire royalty interest in said land.

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 sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of a rectangular or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation or allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area

623102-001

so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction 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, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lesser, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor or lessee shall include reference to their respective successors and assigns. 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 hereby releases and waives all rights in the leased premises under and by virtue of homestead exemption laws of the State of Wyoming.

Within 60-days prior to the expiration of the primary term of this lease, Lessee shall have the right to renew said lease for an additional five year period, under the same terms, conditions, and consideration as provided and agreed to herein, upon payment to Lessors' depository bank of the identical bonus consideration that was paid to the Lessors for the execution of this lease.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Grant Beck

(FED. ID. # 518-26-3604)

GRANT BECK

Kathryne I. Beck

(FED. ID. #)

KATHRYNE I. BECK

STATE OF Idaho } SS.
COUNTY OF Bear Lake }

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by GRANT BECK and KATHRYNE I. BECK, HUSBAND AND WIFE

this 7 day of JANUARY, 1975.

WITNESS my hand and official seal.

Jan R Wardell

Notary Public

My commission expires:

STATE OF Wyoming } SS.
COUNTY OF Sublette }

(Certificate of Recording)

This instrument was filed for record on the 13th day of January, 1975, at 9:00 o'clock A M and recorded in Book 5109 at Page 247 of the records of this office.

Fees: $ 3.00

148165

Lora J. Lake
County Clerk
Register of Deeds

Deputy

AFTER RECORDING RETURN TO: Exxon Co, U.S.A. Box 120 Denver, Colo. 80201

No. 950CP-I Rev.—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

FORM 88 UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 25th day of November, 19 74, by and between Harold A. Thompson, Jr., a single man, and Etheal A. Thompson, a single man, both of Daniel, Wyoming 83115, party of the first part, hereinafter called lessor, (whether one or more) and Skyline Oil Company, 418 Atlas Building, Salt Lake City, Utah 84101, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of TEN (10) and more ---------- Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee hereinafter contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 34 North, Range 113 West, 6th P.M.

Section 9: $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

Section 10: All

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and owned or claimed by lessor and containing 800.00 five (5) acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of // years from this date (called "primary term") and so 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 only is found, and where not used or sold shall pay Fifty Dollars ($50.00) per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eight (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, Bank at Big Piney, Wyoming 83113, or its successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight hundred and no/100---------- Dollars, which shall operate as the consideration for payment of delaying the commencement of operations for the drilling of a well for the further period of one year 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. 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.

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 rental 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 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.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth.

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

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. 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 hereafter be divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, 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 addition to and not in limitation of the rights granted in paragraph 12 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 there under for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of their 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 any state or federal law or valid order, rule or regulation, pooling or combining to be into units of such shape and dimensions as lessee may elect; provided that all lands in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existence of any excluded strip, alley, road, railroad, canal, stream, right of way or other similar strip or parcel of land. Any unit formed under this paragraph for production of oil and/or liquefied gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred and forty (640) acres in surface area, and for production of condensate or distillate shall not exceed three hundred and thirty (330) acres in surface area unless some larger unit for oil or liquefied gas or distillate is permitted or prescribed by lawful authority, in which 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 then 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 leased premises are situated. Any unit so created may thereafter be changed or dissolved by lessee. Operations conducted and production from any such unit shall be deemed to be conducted or produced as if such unit were included in this lease, and any drilling on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on or from such unit such proportion of that 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.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to unitize 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.

15. 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 event it exercises such option, it shall be subrogated to the rights of the holder thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or other sums payable hereunder to lessor.

16. All rental payments which may fall due under this lease may be made to Harold A. Thompson, Jr. or to the credit of the above named lessor, in the manner herein stated.

17. If, during the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee commences the drilling of a well within sixty (60) days from the date of cessation of production or on the next ensuing rental paying date if 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 herein before provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

18. It is agreed that this lease shall never be forfeited or canceled for failure to perform in whole or in part any of its [illegible] 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 thereafter to comply with any such covenants, conditions or stipulations.

19. 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 [illegible] to drill or its good faith and reasonable attempts to secure adequate material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. The terms hereof and all of its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessee or lessee.

21. Words importing the singular number only shall extend to and include the plural, and words importing the plural number shall extend to and include the singular as the context may require for the purpose of this lease, lessor, and each of them if there be more than one, hereby relinquishes all rights of homestead.

WITNESS our hands as of the day and year first above written.

Etheal A. Thompson

Harold A. Thompson, Jr.

ACKNOWLEDGMENT

STATE OF WYOMING }
County of SUBLETTE } ss.

On this 16 day of [illegible], 1974, before me personally appeared Harold A. Thompson, Jr., and Etheal A. Thompson 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 16 day of [illegible], 1974.

My Commission Expires June 14 1977 [illegible]
Notary Public.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF .....
County of ..... } ss.

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

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

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

My Commission Expires .....
Notary Public.

No. .....

OIL AND GAS LEASE

FROM

.....

TO

.....

State of .....
County } ss.

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

Page ..... of the records

County Clerk—Register of Deeds.

By ..... Deputy.

When recorded return to

.....

BRADFORD PUBLISHING CO., DENVER

COLORADO ACKNOWLEDGMENT

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.

P. O. .....

[redacted] [redacted] [redacted]

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 44283
(Serial Number)

Name
Street
City
State
Zip Code

F. L. Shogrin
Box 5752
Denver, CO 80217

This lease is subject to the determination by the Geological Survey as to [illegible] lands herein described are [illegible] productive of oil or gas in paying quantities as of the date 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 27 N, R 111 W, 6th Prin Mer

Sec 18: Lots 1, 2, 3, 4, W½E½, E½W½
19: NW¼NE¼

U.S Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 476.92 acres	Annual Rental . . . . . $ 238.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1974

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

146451

March 29, 1974
(Date)

RECORDED Jan 22 1975 10:30 AM
IN BOOK 51 Oil & Gas PAGE 251
FEES $3.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Kelly

251 611611

FOR CLAIMANT

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) When 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 [redacted], 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 canceled, 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 relinquishment or termination or expiration of this lease, or at any other time thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, 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 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. [redacted] and 433, Title 18 U.S. Code, relating to contracts [redacted] and form a part of this lease so far as the same may [redacted]ble.

When recorded Return to
AMOCO PRODUCTION COMPANY
SECURITY LIFE BUILDING
DENVER, COLORADO 80202

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-44283

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

TRANSCONTINENT OIL COMPANY
1050 First National Bank 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)* April 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.27N., R.111W., 6th P.M., Sublette County, Wyoming:
Sec. 18: Lots 1,2,3,4, W/2E/2, E/2W/2
Sec. 19: NW/4NE/4
containing a total of 476.92 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.)* 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 April, 1974

F. L. Shogrin
(Assignor's Signature)

F. L. Shogrin

P.O. Box 5752
(Assignor's Address)

Denver, Co, 80217
(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:

146452

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAY 1 1974

RECORDED Dec 23 1975 10:30 AM
IN BOOK 51 Oil & Gas PAGE 253
FEES $ 4.00 Lacy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen M. Healy

By Clarence W. Hall
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 15 1974
(Date)

253

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

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee shall incur no liability for its failure to comply with the foregoing.

FJ.

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-0345777 (Nebr.)
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.

When recorded return to
AMOCO PRODUCTION COMPANY
SECURITY LIFE BUILDING
DENVER, COLORADO 80202

Executed this 24 day of April, 1974.

ATTEST:

Wendell E. Haley, Sec.-Treas

TRANSCONTINENT OIL COMPANY

By: Charles C. Hughes
(Assignee's Signature)

Charles C. Hughes, President
1050 First National Bank Bldg.
Denver, Colorado, 80202

(Address, include zip code)

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

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 10th day of April, 1974, personally appeared F. L. SHOGRIN

and

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

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

My Commission Expires: 4-17-75

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)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-44283

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado, 80202

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* April 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. 27 N., R. 111 W., 6th P.M., Sublette County, Wyoming
Section 16: Lots 1,2,3,4,W½E½, E½W½
Section 19: NW¼NE¼

Containing a total of 476.92 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.)* 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 25th day of April, 1974.

ATTEST:

By: [signature]
(Assignor's Signature)
Wendell E. Haley, Sec.-Treas.

TRANSCONTINENT OIL COMPANY

By: [signature]
(Assignor's Address)
Charles C. Hughes, President
1050 First National Bank Bldg.
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:

146453

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Jan 22 1975 10:30 A.M.
IN BOOK 51 Oil and Gas PAGE 256
FEES $ 9.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY [illegible] WYOMING
By Lillian J. Healy

Assignment approved effective JUN 1 1974

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section — (Title)
AUG 15 1974 — (Date)

NOTE: This [redacted]y be reproduced provided that copies are [redacted]eproductions on one sheet of both sides [redacted]fficial form in accordance with the provisions of 43 CFR 3106

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee shall incur no liability for its failure to comply with the foregoing.

259

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

When recorded return to
AMOCO PRODUCTION COMPANY
SECURITY LIFE BUILDING
DENVER, COLORADO 80202

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)

(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.

[redacted]

146167

RE[redacted]D Jan 23 1975 [redacted] M
IN BOOK 51 Miscellaneous PAGE 259
FEES $2.00 Lorene J. Yabe COUNTY CLERK
SUBLETTE COUNTY [illegible], WYOMING
By Ellen F. Tully

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, BELCO PETROLEUM CORPORATION, P. O. Box 19234, Houston, Texas 77024, for a good and valid consideration does hereby release, relinquish, quit claim and surrender to the lessors Bette Mae Mickelson Thompson and Robert Thompson, 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 lease, made and entered into by and between Bette Mae Mickelson Thompson, formerly known as Bette Mae Mickelson, and Robert Thompson, her husband, as lessees, dated the 16th day of August, 1957, insofar as same covers the following described land, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE/4 NE/4
Section 12: NE/4, N/2 SE/4, S/2 NW/4, NE/4 SW/4

containing 400.0 acres, more or less, situated in the County of Sublette, State of Wyoming, said lease being recorded in the Office of the Recorder of Deeds in and for said County, in Book 18 of Oil and Gas Leases, Page 243, and as assigned and recorded in Book 19 of Oil and Gas Leases, Page 1, and Book 22 of Oil and Gas Leases, Page 48, and assigned to Belco Petroleum Corporation and recorded October 7, 1959, in Book 25 of Oil and Gas Leases, Page 60.

EXECUTED this 3rd day of JANUARY, 1975.

BELCO PETROLEUM CORPORATION

By John L. Schneider, Jr.
John L. Schneider, Jr.
Attorney in Fact

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 13th day of January, 1975, before me personally appeard JOHN L. SCHNEIDER, JR., to me personally known, who, being by me duly sworn, did say that he is the ATTORNEY IN FACT of BELCO PETROLEUM CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said JOHN L. SCHNEIDER, JR. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of January, 1975.

Lorene Chancey
Notary Public

My Commission Expires:

LORENE CHANCEY, Notary Public
~~in and for Harris County, Texas~~
My Commission Expires June 1, 1975

ORIGINAL

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 28th day of October, 19 74
by and between Priscilla M. Bower, formerly Priscilla Miller

_____, hereinafter called lessor (whether one or more) and
Stuart M. McKinley, 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:

Section 5: S½ SE¼; NE SE¼
Section 4: W½ SW
Section 8: E½
Section 9: SW NW; NW SW
TOWNSHIP: 29N RANGE: 112W

and containing 600 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from date, 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 (⅛) 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 (⅛) 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 28 day of Oct, 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 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 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.

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 ever[redacted]se shall be assigned as to a part or parts of t[redacted] described lands and the assignee or assignees [redacted] part or parts shall fail or make defau[redacted] payment of the proportionate part of the rent[redacted]m him or them, such default shall not oper[redacted]feat or affect this

of the records of this c... Page...

[redacted] [redacted] [redacted]

4.

R I D E R

1. Location site for any well location on leased premises shall not exceed 1 acre.

2. Upon completion of drilling any and all wells, drilling mud shall be removed, location site shall be restored to as near as possible to its original condition and re-seeded.

3. Lessee shall pay $1.00 per rod for roadway right-of-way.

4. Lessee shall fence both sides of all roadways and location sites.

5. Lessee shall pay surface owner $500.00 per location site.

6. Winter drilling only - October 15 to March 1.

7. If any irrigation ditches are disturbed, all will be constructed to carry water as to the original contour.

INITIALED FOR IDENTIFICATION

146492

RECORDED Jan 24 1975 9:00 A M
IN BOOK 51 Oil and Gas PAGE 260
FEES $4.00 Lois G. Yoke COUNTY CLERK
SUBLETTE CO. PINEDALE, WYOMING
by Ellen L. Hicky

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 28th day of October, 19 74
by and between Priscilla M. Bower guardianship of Kathleen Anne Miller, Patricia Mildred Miller, Matthew Daniel Miller

_____, hereinafter called lessor (whether one or more) and
Stuart M. McKinley, 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:

Section 5: $S\frac{1}{2}$ $SE\frac{1}{4}$; NE $SE\frac{1}{4}$
Section 4: $W\frac{1}{2}$ SW
Section 8: $E\frac{1}{2}$
Section 9: SW NW; NW SW
TOWNSHIP: 29N RANGE: 112W

and containing 600 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from date, 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 (⅛) 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 (⅛) 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 28 day of Oct., 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 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 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.

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 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 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.

Priscilla M. Bower Guardian (SEAL)
Kathleen Anne Miller (SEAL)
Patricia M. Miller (SEAL)
Matthew D. Miller (SEAL)

Priscilla M. Bowor guardianship of (SEAL)
Kathleen Anne Miller, (SEAL)
Patricia Mildred Miller, (SEAL)
Matthew Daniel Miller (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } 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 8th day of November, 19 74, personally appeared Priscilla M. Bower, Guardian 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

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, 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

(SEAL)

Notary Public.

My Commission expires

This instrument was filed for record on the 24 day of January, 1975, at 9 o'clock 4 M., and duly recorded in Volume 51 Oil & Gas Page 263 of the records of this office.

Irene G. Yake
County Clerk.

By Eileen K. Neely
Deputy.

Fees [redacted]

146493

When recorded return to

[redacted]

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 28th day of October, 19 74
by and between Robert Mickelson Miller, Jr., also known as Robert M. Miller, Jr.

_____, hereinafter called lessor (whether one or more) and
Stuart M. McKinley, 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:

Section 5: $S\frac{1}{2}$ $SE\frac{1}{4}$; NE $SE\frac{1}{4}$
Section 4: $W\frac{1}{2}$ SW
Section 8: $E\frac{1}{2}$
Section 9: SW NW; NW SW
TOWNSHIP: 29N RANGE: 112W

and containing 600 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from date, 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 (⅛) 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 (⅛) 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 28 day of ~~Oct.~~ Oct., 1975, 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 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.

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 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 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.

Robert Mickelson Miller Jr. X (SEAL) — Robert Mickelson Miller, Jr. (SEAL)

(SEAL) — also known as Robert M. Miller, Jr. (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Albany }

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 3rd day of December, 1974, personally appeared Robert Mickelson Miller Jr., also known as Robert M. Miller, 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 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 February 5, 1978

Notary Public

STATE OF } SS.
COUNTY OF }

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.....

(SEAL)

Notary Public.

My Commission expires .....

This instrument was filed for record on the 24th day of January 1975, at 9 o'clock A M., and duly recorded in Volume 21 Misc Law Page 265 - 266 of the records of this office.

Doug Yake
County Clerk.

By Lillian L. Neely
Deputy.

146494 [redacted] fee: 3.00

When recorded return to

C & K Petroleum Inc.
Denver CO

[redacted]

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

FROM KINTZEL BLUE PRINT CO., 134 N. CENTER, CASPER, WYOMING

WHEREAS, under date of February 15, 1974, a certain oil and gas mining lease was executed by N. V. Sanders and Clover J. Sanders, husband and wife

Kaysville, Utah 84037, as lessor, unto Gulf Oil Corporation, 600 Oklahoma Mortgage Building, Oklahoma City, Oklahoma 73102, as lessee, which lease is recorded in Book 50 O&G, at Page 450, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

Section 1: N/2 SW/4, SE/4 SW/4, SE/4
Section 2: SE/4, E/2 SW/4
Section 3: S/2 SE/4
Section 8: SE/4 NE/4, SE/4
Section 9: E/2, SW/4, S/2 NW/4
Section 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Section 11: S/2 NW/4, NW/4 NW/4
Section 12: NE/4, E/2 NW/4
Section 15: N/2 NW/4

of Section --, Township 35 North, Range 113 West,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

Section 1: N/2 SW/4, SE/4 SW/4, SE/4
Section 2: SE/4, E/2 SW/4
Section 3: S/2 SE/4
Section 8: SE/4 NE/4, SE/4
Section 9: E/2, SW/4, S/2 NW/4
Section 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Section 11: S/2 NW/4, NW/4 NW/4
Section 12: NE/4, E/2 NW/4, NE/4 SE/4
Section 15: N/2 NW/4

of Section --, Township 35 North Range 113 West, and containing 2,160.00 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 17th day of Sept., A. D., 1974.

x N. V. Sanders (SEAL)	(SEAL)
N. V. Sanders (SEAL)	(SEAL)
x Clover J. Sanders (SEAL)	(SEAL)
Clover J. Sanders (SEAL)	(SEAL)

STATE OF Utah }
COUNTY OF Davis } 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 17th day of September, 19 74, personally appeared N. V. Sanders and Clover J. Sanders, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires July 15, 1978

Jeanne Van Valkenburgh
Notary Public.

RECORDED Oct 27 1975 10:00 AM
IN BOOK 51 Oil & Gas PAGE 267
FEES 2.00 Lois Wahl COUNTY CLERK
By Ellen L. Neely

267

146507 $7.2500

[redacted]

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RECORDED [redacted] 1975 4:00 PM
IN BOOK 51 Deeds & Gas PAGE 269
FEES 4.75 Doug Gilk COUNTY CLERK
SUB COUNTY CLERK

[redacted]

KINTZEL BLUE PRINT CO
CASPER, WYOMING

146581 RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 5, 1974, from Violet Travelute, et al, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation, 600 Oklahoma Mortgage Building, Oklahoma City, Oklahoma 73102 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 113 West, 6th P.M.
Sec. 1: N/2 SW/4, SE/4 SW/4, SE/4
Sec. 2: SE/4, E/2 SW/4
Sec. 3: S/2 SE/4
Sec. 8: SE/4 NE/4, SE/4
Sec. 9: E/2, SW/4, S/2 NW/4
Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Sec. 11: S/2 NW/4, NW/4 NW/4
Sec. 12: NE/4, E/2 NW/4, NE/4 SE/4
Sec. 15: N/2 NW/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Violet Travelute; Robert J. Travelute and Bea Travelute; John H. Travelute and Carrol Travelute; Verona Travelute Wisniewski and Edward Wisniewski; Harry Paul Smith; Vallia Smith Hays 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	DEPOSITORY BANK	AMOUNT
Violet Travelute	Pinedale, Wyo. 82941	First National Bank of Pinedale	$507.60
Robert J. Travelute and Bea Travelute	R.R. #2, Box 714 Lake Hopatcong, New Jersey 07849	The Dover Trust Co. Mt. Arlington Branch Mt. Arlington, N.J. 07856	$148.50
John H. Travelute and Carrol Travelute	2050 North 41st Street Kansas City, Kansas 66104	Tower State Bank P. O. Box 2389 Kansas City, Kansas 66110 Acct. # 44-371-9	$126.90
Verona Travelute Wisniewski and Edward Wisniewski	1963 Crosswick Birmingham, Mich 48010	National Bank of Detroit West Maple Branch Bloomfield Village, Mich	$148.50
Harry Paul Smith	4150 Bonilla Drive, Apt. 111, San Diego, California 92115	Security Pacific Nat. Bank Grossmont Center Branch 5500 Grossmont Center Dr La Mesa Ca 92041	$ 63.45
Vallia Smith Hays			$ 21.60

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

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

WITNESS our hands and seals this 3rd day of September, 1974

Violet Travelute (Seal)
Verona Travelute Wisniewski (Seal)
Robert J. Travelute (Seal)
Bea Travelute (Seal)
John H. Travelute (Seal)

Carrol R. Travelute (Seal)
[redacted] (Seal)
Vallia Smith Hays (Seal)
[redacted] (Seal)
(Seal)

832598 02

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Mich
COUNTY OF Oakland } SS. All States (except Kentucky)

On this 17 day of Sept, 19 74, before me, a Notary Public in and for said County and State, personally appeared Vernon Travelute Wisniewski and _____,
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as Her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

FLOYD R. GRIFFITH
Notary Public, Wayne County, Mich.
Acting in Oakland County, Mich.
My Commission Expires Oct. 26, 1975

Floyd R. Griffith
Notary Public

My commission expires

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~Morris~~ NEW JERSEY
COUNTY OF MORRIS } SS. All States (except Kentucky)

On this 23rd day of September, 19 74, before me, a Notary Public in and for said County and State, personally appeared ROBERT J. TRAVELUTE and BEE TRAVELUTE
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 executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 23, 1978

Notary Public

My commission expires

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Kansas
COUNTY OF ~~Wyandotte~~ } SS. All States (except Kentucky)

On this 25 day of September, 19 74, before me, a Notary Public in and for said County and State, personally appeared John H. Travelute and Carol R. Travelute
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Frances E. Eagle
Notary Public

My commission expires June 4, 1978

OFFICIAL SEAL
SUSAN D. SCHAEFER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires March 6, 1977

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS. All States (except Kentucky)

On this 4 day of October, 19 74, before me, a Notary Public in and for said County and State, personally appeared Vallia Lee Hays and XXXXXX XXXXXX
to me known to be the identical person described in and who executed the within and foregoing instrument 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.

WITNESS my hand and official seal the day and year above written.

Susan D. Schaefer
Notary Public

My commission expires March 6, 1977

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS. All States (except Kentucky)

On this 4 day of October, 19 74, before me, a Notary Public in and for said County and State, personally appeared Harry Paul Smith and XXXXXXXXXXXXXXXXXXXXXXXXXXXX
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Susan D. Schaefer
Notary Public

My commission expires March 6, 1977

OFFICIAL SEAL
SUSAN D. SCHAEFER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires March 6, 1977

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Wyoming
COUNTY OF Sublette } SS. All States (except Kentucky)

On this 23rd day of September, 19 74, before me, a Notary Public in and for said County and State, personally appeared Violet Travelute and _____,
to me known to be the identical person described in and who executed the within and foregoing instrument 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.

WITNESS my hand and official seal the day and year above written.

Donna E. Sievers
Notary Public

Donna E. Sievers - Notary Public
County Of [redacted]
My Commission Expires April 22, 1978
State Of Wyoming

My commission expires March 6, 1977

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 5th day of September, 19 74

by and between SEE ATTACHMENT

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: Township 35 North, Range 113 West, 6th P.M.

Sec. 1: N/2 SW/4, SE/4 SW/4, SE/4
Sec. 2: SE/4, E/2 SW/4
Sec. 3: S/2 SE/4
Sec. 8: SE/4 NE/4, SE/4
Sec. 9: E/2, SW/4, S/2 NW/4
Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Sec. 11: S/2 NW/4, NW/4 NW/4
Sec. 12: NE/4, E/2 NW/4, NE/4 SE/4
Sec. 15: N/2 NW/4

and containing --2,160.00-- 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 (See Rental Division Order) Bank at 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 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-

0 30508 00

ATTACHMENT

Violet Travelute, a widow

a.k.a. Bee Travelute
Robert J. Travelute and Bea Travelute/ his wife
R.R. #2, Box 714
Lake Hopatcong, New Jersey 07849

a.k.a. Carrol R. Travelute
John H. Travelute and Carrol Travelute/ his wife
2050 North 41st Street
Kansas City, Kansas 66104

an unremarried widow
Verona Travelute Wisniewski

a.k.a. H. P. Smith
Harry Paul Smith/ a single man
4150 Bonilla Drive, Apartment 111
San Diego, California 92115

Vallia Smith Hays, a widow

8 32598 02

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.

Violet Travelute (SEAL)
Thomas Travelute Greenwood (SEAL)
Robert H. Travelute (SEAL)
Lee Travelute (SEAL)

John H Travelute (SEAL)
Carol R Travelute (SEAL)
[illegible] (SEAL)
Dallia Smith Faye (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 10th day of September, 1974, personally appeared Violet Travelute 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.

Donna E. Sievers - Notary Public
Sublette County Wyoming
My Commission Expires 4/22/78
My Commision Expires April 22, 1978

Donna E Sievers
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 _____

No. of acres _____ County _____ Term _____

STATE OF [illegible] } SS.
COUNTY OF [illegible] }

This instrument was filed for record on the 3rd day of Oct., 19 75 at 2 o'clock P.M., and duly recorded in Book 5109, Page 271 of the records of this office.

[illegible] by Ellen L. Daly, County Clerk—Register of Deeds.
Deputy.

When Recorded Return to GULF OIL CORPORATION 600 Oklahoma Mortgage Bldg. Oklahoma City, Okla. 73102

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

GULF T-1524

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Mich
COUNTY OF Oakland } SS.

All States (except Kentucky)

On this 17 day of Sept, 1974, before me, a Notary Public in and for said County and State, personally appeared Verona Travelute Wisnieuski and ______ to me known to be the identical person ___ described in and who executed the within and foregoing instrument and acknowledged to me that ______ executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Floyd R. Griffith
Notary Public

FLOYD R. GRIFFITH
Notary Public, Wayne County, Mich.
Acting in Oakland County, Mich.
My Commission Expires 1-23-78

My commission expires ______

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF NEW JERSEY
COUNTY OF MORRIS } SS.

All States (except Kentucky)

On this 23rd day of Sept, 1974, before me, a Notary Public in and for said County and State, personally appeared ROBERT J. TRAVELUTE and BEE TRAVELUTE, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Helena G. Fusch
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 23, 1973

My commission expires ______

GULF T-1524

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Kansas
COUNTY OF Wyandotte } SS.

All States (except Kentucky)

On this 25 day of September, 1974, before me, a Notary Public in and for said County and State, personally appeared John H. Travelute and Carol R. Travelute, to me known to be the identical person___ described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Frances E. Eagle
Notary Public

My commission expires June 4, 1978

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.

All States (except Kentucky)

OFFICIAL SEAL
SUSAN D. SCHAEFER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires March 6, 1977

On this 4 day of October, 1974, before me, a Notary Public in and for said County and State, personally appeared Harry Paul Smith and X X X X X X X X X X X X X X X X, to me known to be the identical person IS described in and who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Susan D. Schaefer
Notary Public

My commission expires March 6, 1977

GULF T-1526

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.

All States (except Kentucky)

OFFICIAL SEAL
SUSAN D. SCHAEFER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires March 6, 1977

On this 4 day of October, 1974, before me, a Notary Public in and for said County and State, personally appeared Vallia Smith Hays and X X X X X X X X X X X X X, to me known to be the identical person IS described in and who executed the within and foregoing instrument and acknowledged to me that ______ executed the same as SHE free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Susan D. Schaefer
Notary Public

My commission expires 3-6-77

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ______
COUNTY OF ______ } SS.

All States (except Kentucky)

On this ____ day of ______, 19__, before me, a Notary Public in and for said County and State, personally appeared ______ and ______, to me known to be the identical person ___ described in and 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.

WITNESS my hand and official seal the day and year above written.

______ Notary Public

My commission expires ______

9 3[redacted]9 02

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)

Name
Street
City
State
Zip Code

Marshall & Winston, Inc.
P. O. Box 874
Midland, TX 79701

W 48827
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands described were on a known geologic structure of 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 35 N, R 109 W, 6th Prin Mer
Sec 16: Lot 2

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 43.03 acres	Annual Rental . . . . . $ 22.00

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: FEB - 1 1975

THE UNITED STATES OF AMERICA

By Gilbert W. Lane
(Signature of Signing Officer)

Chief, Oil &
(Title)

JAN 14 1975
(Date)

146630

RECORDED Feb 6 1975 900A M
IN BOOK 51 Oil & Gas PAGE 275
FEES $3.00 Lorin J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Neeley

275

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 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, [redacted]s therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a

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 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, [redacted]cts and upon any partial or total relinquishment or [redacted]ion or expiration of this lease, or at any other time prior thereto when required and to

and other excavations, 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 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 [redacted] States, as amended (41 U.S.C. Sec. 22) and Sec[redacted], and 433, Title 18 U.S. Code, relating to contract[redacted] and form a part of this

146637

RECORDED Feb. 6 1975 1:15 PM
IN BOOK 51 Oil and Gas PAGE 277
FEES $2.00 Doug Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Neely

RELEASE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

THAT EL PASO NATURAL GAS COMPANY, a Delaware corporation, does hereby release, relinquish, surrender and forever quitclaim all of its right, title and interest in and to that certain Oil and Gas Lease dated November 13, 1953, by and between Arnold C. Olson, et ux, as Lessors, and Ralph F. Arndt, as Lessee, recorded in Volume 7, Page 244 of the Records of Sublette County, Wyoming, as said lease may have been amended or modified, insofar and only insofar as said lease, as amended or modified, covers the following described lands situated in Sublette County, Wyoming:

Township 31 North, Range 108 West, 6th P.M.
Section 6: Lots 3, 4

Township 32 North, Range 108 West, 6th P.M.
Section 31: Lots 3, 4, E/2 SW/4

containing 173.99 acres, more or less

IN WITNESS WHEREOF, the within and foregoing instrument is executed the 21 day of January, 1975.

ATTEST:

Assistant Secretary

EL PASO NATURAL GAS COMPANY

By
Assistant Vice President

STATE OF TEXAS)
)
COUNTY OF EL PASO)

On this 21 day of January, 1975, personally appeared before me T. W. BITTICK, to me personally known, who being by me duly sworn, did say that he is the Assistant Vice President for EL PASO NATURAL GAS COMPANY, a Delaware corporation, and that said instrument was signed in behalf of said corporation by said Assistant Vice President by authority of the Board of Directors and the said T. W. BITTICK acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 21 day of January, 1975.

Notary Public in and for
El Paso County, Texas

My Commission Expires:

ELOISE BUSSE
~~Notary Public in and for El Paso County, Texas~~
My Commission Expires June 1, 1976

226

AFTER RECORDING RETURN TO:
Land Department
El Paso Natural Gas Company
P. O. Box 1492
El Paso, Tx

278

RELEASE OF OIL AND GAS LEASE

310 REV.

TATLOCK'S, INC.
majestic bldg. AM 6-1681
denver 2, colorado

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned CHANDLER & ASSOCIATES, INC.

being the owner of an interest in a certain oil and gas lease dated July 25 19 57

executed by ROBERT M. MILLER and MARILYN J. MILLER

covering the following real estate in Sublette County, State of Wyoming, to-wit:

T. 29 N., R. 112 W., 6th P. M.
Sec. 8: SE¼

146682

RECORDED Feb 10 1975 9:00 AM
IN BOOK 51 Oil & Gas , E 278
FEES $2.00 Young Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Ellen Reilly

and recorded in book 18 at page 93 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 24th day of January 19 75

Attest:

Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.

By Collis P. Chandler, Jr., President

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

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

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO }
CITY & COUNTY OF DENVER } ss.

I, Linda M. Horrell, a Notary Public in and for said County and State, do hereby certify that COLLIS P. CHANDLER, JR.

to me personally known, and known to me to be the same person who executed the foregoing instrument as President of Chandler & Associates, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 24th day of January, A. D., 1975.

Linda M. Horrell
Notary Public

My Commission Expires: June 9, 1977.

Residing at Denver, Colorado

89-0263-00 [redacted] [redacted] W-310-3 [redacted]

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

FROM KINTZEL BLUE PRINT CO., 134 N. CENTER, CASPER, WYOMING

WHEREAS, under date of October 17, 1974, a certain oil and gas mining lease was executed by Alfred G. Ditton and Thelma L. Ditton of Farson, Wyoming 82932, as lessors, unto Gulf Oil Corporation, as lessee, which lease is recorded in Book ---, at Page ---, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

Township 32 North, Range 108 West
Section 2: SW/4 NE/4 and Lot 2(34.99)

Township 33 North, Range 108 West
Section 31: Lots 2(40.04), 3(40.10), 4(40.18)

146687

RECORDED February 10 1975 1:00 P M
IN BOOK 51 Oil & Gas PAGE 279
FEES 2.00 Lucy Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section ---, Township ---, Range ---,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

Township 32 North, Range 108 West
Section 2: SW/4 NE/4 and Lot 2(34.99)

Township 33 North, Range 107 West
Section 31: Lots 2(40.04), 3(40.10), 4(40.18)

of Section ---, Township ---, Range ---, and containing 195.31 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by Gulf Oil Corporation unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this ---day of ---, A. D., 19---

X [signature] (SEAL)
Alfred G. Ditton (SEAL)
(SEAL)
(SEAL)

X Thelma L. Ditton (SEAL)
Thelma L. Ditton (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming }
COUNTY OF Sweetwater } 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 31 day of January, 1975, personally appeared Alfred G Ditton and Thelma L Ditton, to me known to be the identical person they 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 Sept 26 - 1976

Marjorie A. Thomas
Notary Public.

[redacted] RDED Feb. 12 19[redacted] 12:30 P.M.
IN BOOK 51 Oil & Gas. PAGE 281
FEES $5.50 Doug. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Tully

446720

DESIGNATION OF AGENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT Getty Oil Company, One Allen Center Building, 500 Dallas Street, Houston, Texas, 77002, 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. J. Starrak, R. H. Westbrook, T. L. Roberts, R. E. Neely 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 limitation, 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

This instrument prepared by Kenneth B. Drake, c/o Getty Oil Company P. O. Box 1404, Houston, Texas, 77002.

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 August 29,1973, which designated T. J. Pujol, R. H. Westbrook, T. L. Roberts, R. D. Burck, and J. 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 26 day of November, 1974.

ATTEST:

Assistant Secretary

GETTY OIL COMPANY

By: T. H. Turner
Vice President

The foregoing agency is accepted and agreed to in all of the terms and provisions on this the 26 day of November, 1974.

T. J. Pujol
Agent: T. J. Pujol
13611 Alchester
Houston, Texas 77024

L. H. Westbrook
Agent: R. H. Westbrook
10211 Greentree
Houston, Texas 77042

T. L. Roberts
Agent: T. L. Roberts
5123 Cheena
Houston, Texas 77035

J. K. Morrison
Agent: J. K. Morrison
8210 Concho
Houston, Texas 77036

R. J. Starrak
Agent: R. J. Starrak
2914 Nancy Bell
Missouri City, Texas
77459

R. E. Neely
Agent: R. E. Neely
10019 Briarwild
Houston, Texas 77055

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1230 Denver Club Building, Denver, Colorado 80202 hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

SOUTHLAND ROYALTY COMPANY
520 Metropolitan Building
1612 Court Place
Denver, Colorado 80202

hereinafter called Assignee, certain designated interests in the operating rights to all depths except where specifically limited as to depth in and to each of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof insofar as said leases cover the land specifically described in Exhibit "A" and subject to the full burden of the overriding royalty described in Exhibit "A" as set forth opposite the separate designations of said leases.

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 31st day of July, 1974.

DAVIS OIL COMPANY, a Partnership

Evidence of authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 31st day of July, 1974, before me a Notary Public in and for said County and State, came the above named Paul Messinger who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

Witness my hand and official seal on the day and year last above written.

My Commission Expires:
April 8, 1978

Notary Public

146777

RECORDED Feb 14 1975 9:00 AM
IN BOOK 51 Oil & Gas PAGE 283
FEES $23.00 Hilda Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Hardy

EXHIBIT "A"

SUBLETTE COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]82	USA W-807-A	25%	240.00	1.875	9-1-66/76	T. 31 N., R. 113 W., 6th P.M. Sec. 14: S/2SE/4 Sec. 24: N/2NW/4, SW/4NW/4, NE/4SW/4
-2682-1	USA W-807-B	25%	80.00	1.875	9-1-66/76	T. 31 N., R. 113 W., 6th P.M. Sec. 24: SE/4NW/4, NW/4SW/4
-4812	USA W-34971	9.375%	600.00	.65625	6-1-72/82	T. 32 N., R. 113 W., 6th P.M. Sec. 10: S/2NE/4, SE/4NW/4, E/2SW/4, N/2SE/4 Sec. 15: S/2NE/4, NE/4NE/4, NW/4NW/4, SE/4
4752	USA W-0312263	25%*	2052.77	3.875	3-1-65/75	T. 35 N., R. 114 W., 6th P.M. Sec. 7: Lots 1, 2, 3, 4, E/2, E/2W/2 Sec. 8: NW/4 Sec. 18: Lots 1, 2, 3, 4, E/2W/2 Sec. 20: All Sec. 29: W/2
[redacted]						
4751	USA W-0310159	25%*	2560.00	3.875	9-1-64/74	T. 36 N., R. 115 W., 6th P.M. Sec. 33: All Sec. 34: All Sec. 35: All Sec. 36: All
[redacted]						

*Subject to Farmout Agreement with Pacific Transmission Supply Company

284

EXHIBIT "A"

FREMONT COUNTY, STATE OF WYOMING

AVIS EASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]551	USA W-29255	18.75%	636.60	1.3125%	7-1-71/81	T. 27 N., R. 90 W., 6th P.M. Sec. 7: Lots 3, 4, W/2NE/4, SE/4NW/4, NE/4SW/4, E/2SE/4, SW/4SE/4 Sec. 8: NW/4NW/4, S/2NW/4, SW/4
0-3552	USA W-26784	18.75%	920.00	1.3125%	1-1-71/81	T. 27 N., R. 90 W., 6th P.M. Sec. 9: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 10: W/2
0-3553	USA W-25592	18.75%	80.00	1.3125%	10-1-70/80	T. 27 N., R. 90 W., 6th P.M. Sec. 8: NE/4NW/4 Sec. 9: NW/4NW/4
0-3554	Green Mountain Sheep Co.	18.75%	478.45	1.3125%	10-29-71/76	T. 27 N., R. 90 W., 6th P.M. Sec. 5: S/2NW/4, NW/4SW/4 Sec. 6: E/2SE/4, SW/4SE/4 Sec. 7: Lot 2, NE/4NW/4, NW/4SE/4, SE/4SW/4, E/2NE/4
0-3654-A	Wm. B. Grieve	18.75%	161.59	.84375	11-15-71/76	T. 27 N., R. 90 W., 6th P.M. Sec. 5: Lots 3 & 4 Sec. 6: Lot 1, SE/4NE/4
0-3654-B	Leland U. Grieve	18.75%		.84375	11-15-71/76	T. 27 N., R. 90 W., 6th P.M. Sec. 5: Lots 3 & 4 Sec. 6: Lot 1, SE/4NE/4
0-3654-C	Clarence M. Grieve	18.75%		.84375	11-15-71/76	T. 27 N., R. 90 W., 6th P.M. Sec. 5: Lots 3 & 4 Sec. 6: Lot 1, SE/4NE/4
[redacted]654-D	Shriners Hospital	18.75%		.84375	11-15-71/76	T. 27 N., R. 90 W., 6th P.M. Sec. 5: Lots 3 & 4 Sec. 6: Lot 1, SE/4NE/4

285

EXHIBIT "A"

FREMONT COUNTY, STATE OF WYOMING

VIS ASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]4-E	June Park	18.75%		.84375	3-27-72/77	T. 27 N., R. 90 W., 6th P.M. Sec. 5: Lots 3 & 4 Sec. 6: Lot 1, SE/4NE/4
3975	Hadsell Leasing	18.75%	38.55	.84375	12-1-71/76	T. 27 N., R. 90 W., 6th P.M. Sec. 7: Lot 1
3537	USA W-0318044	18.75%	40.00	1.6875	8-1-65/75	T. 27 N., R. 91 W., 6th P.M. Sec. 4: SE/4SW/4
3547	USA W-10510	18.75%	600.00	1.6875	3-1-68/78	T. 27 N., R. 91 W., 6th P.M. Sec. 3: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec. 4: S/2NE/4, SE/4
539 [redacted]	USA W-0315574	18.75%	303.07	1.6875	4-1-65/75	T. 27 N., R. 91 W., 6th P.M. Sec. 9: Lots 1 & 2, NW/4, N/2SW/4
538	USA W-0318045	18.75%	1232.92	1.6875	8-1-65/75	T. 27 N., R. 91 W., 6th P.M. Sec. 4: S/2NW/4, N/2SW/4, SW/4SW/4 Sec. 5: Lot 5, S/2N/2, N/2SW/4, SE/4SW/4, SE/4 Sec. 6: Lots 1 thru 7, S/2NE/4, SE/4NW/4, S/2SW/4, SE/4, E/2SW/4
555	USA W-23656	18.75%	1076.53	1.3125	7-1-70/80	T. 27 N., R. 91 W., 6th P.M. Sec. 1: Lots 3 & 4, S/2NW/4, SW/4 Sec. 2: Lots 1, 2, 3, 4, S/2N/2, SE/4 Sec. 4: Lots 1, 2, 3, 4 Sec. 12: NW/4

EXHIBIT "A"

FREMONT COUNTY, STATE OF WYOMING

AVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]556	USA W-21301	18.75%	1451.84	1.3125	2-1-70/80	T. 27 N., R. 91 W., 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4 Sec. 3: NE/4SE/4 Sec. 12: NE/4, S/2 Sec. 13: Lots 1 thru 9, NW/4NW/4, W/2SW/4, SE/4
[redacted]-3557	USA W-19311-A	18.75%	222.52	1.5	7-1-69/79	T. 27 N., R. 91 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S/2NE/4
[redacted]-3561	USA W-0316575-A	18.75%	328.20	1.5	5-1-65/75	T. 27 N., R. 91 W., 6th P.M. Sec. 7: Lots 2, 3, 4, 5, 6, NE/4NW/4, E/2SW/4
[redacted]-3670	USA W-20768	18.75%	669.90	1.5	10-1-69/79	T. 27 N., R. 91 W., 6th P.M. Sec. 7: Lot 1, NE/4NE/4 Sec. 8: Lots 1, 2, 3, 4, 5, 6, 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4
[redacted]-3705	USA W-17095	18.75%	1281.09	1.5	3-1-69/79	T. 27 N., R. 91 W., 6th P.M. Sec. 10: Lots 1, 2, 3, 4, E/2, E/2W/2 Sec. 11: All
[redacted]-3713	USA W-32943	18.75%	440.00	1.3125	2-1-72/82	T. 27 N., R. 91 W., 6th P.M. Sec. 14: NW/4 Sec. 17: N/2S/2, S/2SW/4, SE/4SE/4
[redacted]-4414	USA W-38003	18.75%	160.00	1.125	2-1-73/83	T. 27 N., R. 91 W., 6th P.M. Sec. 2: SW/4
[redacted]-3534	USA W-0312476	18.75%	802.82	1.5	12-1-64/74	T. 27 N., R. 92 W., 6th P.M. Sec. 1: All Sec. 12: N/2N/2

EXHIBIT "A"

FREMONT COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]84	USA W-20348	18.75%	688.01	1.21875	9-1-69/79	T. 27 N., R. 92 W., 6th P.M. Sec. 2: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SE/4SW/4, SE/4 Sec. 12: S/2NW/4
-4915	USA W-33053	25%	320.00	2.0	2-1-72/82	T. 27 N., R. 101 W., 6th P.M. Sec. 27: S/2
-3546	Green Mountain Sheep Co.	18.75%	360.00	1.6875	11-17-70/75	T. 28 N., R. 90 W., 6th P.M. Sec. 30: NE/4SE/4, S/2SE/4 Sec. 31: NW/4SE/4 Sec. 32: SW/4SW/4, E/2SW/4, N/2SE/4
-3650	USA W-18417-A	18.75%	960.00	1.40625	5-1-69/79	T. 28 N., R. 90 W., 6th P.M. Sec. 32: N/2, NW/4SW/4, S/2SE/4 Sec. 33: SW/4NE/4, NW/4, S/2
[redacted]1	USA W-18418-A	18.75%	1106.40	1.40625	5-1-69/79	T. 28 N., R. 90 W., 6th P.M. Sec. 30: Lots 1, 2, 3, 4, NE/4, E/2W/2, NW/4SE/4 Sec. 31: Lots 1, 2, 3, 4, NE/4NE/4, S/2NE/4, E/2W/2, SE/4
3533	USA W-0311478-B	18.75%	320.00	1.5	10-1-64/74	T. 28 N., R. 91 W., 6th P.M. Sec. 33: S/2
3533-1	USA W-0311478-A	18.75%	960.00	1.6875	10-1-64/74	T. 28 N., R. 91 W., 6th P.M. Sec. 28: S/2 Sec. 33: N/2 Sec. 35: N/2
[redacted]8	USA W-0311838	18.75%	359.46	1.5	11-1-64/74	T. 28 N., R. 91 W., 6th P.M. Sec. 25: Lots 5, 6, 7, SW/4, W/2SE/4

EXHIBIT "A"

FREMONT COUNTY, STATE OF WYOMING

VIS ASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]9	State of Wyoming 71-13816	18.75%	160.00	1.3125	10-2-71/81	T. 28 N., R. 91 W., 6th P.M. Sec. 36: SE/4
3560	State of Wyoming 70-14997	18.75%	480.00	1.3125	10-2-70/80	T. 28 N., R. 91 W., 6th P.M. Sec. 36: N/2, SW/4
3564	USA W-26494	18.75%	531.26	1.40625	12-1-70/80	T. 28 N., R. 91 W., 6th P.M. Sec. 30: Lots 1 thru 10, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
4221	USA W-36785	18.75%	466.17	.5625	11-1-72/82	T. 28 N., R. 91 W., 6th P.M. Sec. 19: Lots 2, 4, 5, 6, 7, 8, 9, 10, SE/4NE/4, SE/4NW/4, SE/4SW/4, SE/4SE/4
[redacted]	USA W-26080	25%	38.33	.75	11-1-70/80	T. 28 N., R. 91 W., 6th P.M. Sec. 25: Lot 4
3545	USA W-25605	18.75%	480.00	1.6875	10-1-70/80	T. 28 N., R. 92 W., 6th P.M. Sec. 34: SE/4 Sec. 35: S/2

289

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]-3093	USA W-26140	18.75%	480.00	1.3125	11-1-70/80	T. 15 N., R. 99 W., 6th P.M. Sec. 8: N/2 Sec. 20: NW/4
D-3021	USA W-19918	4.6875%	2561.70	.28125	10-1-69/79	T. 15 N., R. 100 W., 6th P.M. Sec. 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Sec. 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Sec. 8: All Sec. 10: All
D-2973	USA W-8983	25%	320.00	1.5	11-1-67/77	T. 16 N., R. 99 W., 6th P.M. Sec. 32: W/2
D-2757	USA W-5501	6.25%	640.00	.40625	5-1-67/77	TRACT I: T. 16 N., R. 100 W., 6th P.M. Sec. 14: All Operating rights - Insofar as it pertains to a formations between the surface of the land and the stratigraphic equivalent of the total depth reached of 7,530 feet in the drilling of the Davis Oil Company #1 Conroy Federal NW/4NW/4 Sec. 10, T. 16 N., R. 100 W.
		6.25%	640.00	.40625		TRACT II T. 16 N., R. 100 W., 6th P.M. Sec. 22: All Operating Rights - All depths on Sec. 22
[redacted]-2768	USA W-0323026	6.25%	1920.00	.3750	3-1-66/76	T. 16 N., R. 100 W., 6th P.M. Sec. 26: All Sec. 28: All Sec. 34: All

290

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

AVIS EASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
06	State of Wyoming 67-6595	6.25%	640.00	.3750	8-2-67/77	T. 16 N., R. 100 W., 6th P.M. Sec. 16: All Operating rights - Insofar as it pertains to all formations between the surface of the land and the stratigraphic equivalent of the total depth reached of 7,530 feet in the drilling of the Davis Oil Company #1 Conroy Federal NW/4NW/4 Sec. 10, T. 16 N., R. 100 W.
-4208	USA W-0323024	6.25%	1280.00	.5	3-1-66/76	T. 16 N., R. 100 W., 6th P.M. Sec. 10: All Sec. 12: All Operating rights - Insofar as it pertains to all formations between the surface of the land and the stratigraphic equivalent of the total depth reached of 7,530 feet in the drilling of the Davis Oil Company #1 Conroy Federal NW/4NW/4 Sec. 10, T. 16 N., R. 100 W.
-3007	USA W-15974	18.75%	80.00	1.125%	12-1-68/78	T. 16 N., R. 102 W., 6th P.M. Sec. 22: NE/4NE/4, SW/4SW/4
-3006	USA W-7372	18.75%	1200.00	1.125%	8-1-67/77	T. 16 N., R. 102 W., 6th P.M. Sec. 22: NW/4, N/2SW/4, SE/4SW/4 Sec. 24: W/2 Sec. 26: W/2 Sec. 34: SW/4, N/2NW/4, SE/4NW/4
-3322	USA W-16297	9.375%	504.64	.7500	12-1-68/78	T. 16 N., R. 102 W., 6th P.M. Sec. 2: Lots 1, 2, 3, 4, S/2 Operating Rights: To a depth of 5,634 feet

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

AVIS EASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]23	USA W-16354	9.375%	1280.00	.75	12-1-68/78	T. 16 N., R. 102 W., 6th P.M. Sec. 10: All Sec. 14: All Operating Rights: To a depth of 5,634 feet
-2837	USA W-8250	18.75%	160.00	1.125	4-1-66/76	T. 17 N., R. 99 W., 6th P.M. Sec. 34: SW/4
-2828	USA W-0320133	18.75%	320.00	1.125	11-1-65/75	T. 17 N., R. 99 W., 6th P.M. Sec. 28: W/2
-2830	USA W-21743	18.75%	320.00	1.3125	12-1-69/79	T. 17 N., R. 99 W., 6th P.M. Sec. 34: E/2
[redacted]9	USA W-8249	18.75%	160.00	1.3125	3-1-66/76	T. 17 N., R. 99 W., 6th P.M. Sec. 34: NW/4
-2852	USA W-22045	18.75%	320.00	1.3125	1-1-70/80	T. 17 N., R. 99 W., 6th P.M. Sec. 28: E/2
2732-1	USA W-025096	12.50%	160.00	.75	2-1-54/HBP	TRACT II T. 17 N., R. 99 W., 6th P.M. Sec. 22: SE/4
2730	USA W-025011	17.50%	160.00	1.1375	2-1-54/HBP	TRACT II T. 17 N., R. 99 W., 6th P.M. Sec. 12: SW/4 Operating Rights: From surface down to and including 200 feet below the stratigraphic equivalent of the geologic stratum encountered at a depth of 7,050 feet in the Higgins Federal #1

262

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
D-2733-1	USA W-025095	6.25%	80.00	.375	2-1-54/HBP	TRACT II T. 17 N., R. 99 W., 6th P.M. Sec. 12: W/2NE/4 Operating Rights: Down to 400 feet below th top of the Mesa Verde Group or where the Mes Verde Group is not found 7,052 feet
		12.50%	160.00	.75		TRACT III T. 17 N., R. 99 W., 6th P.M. Sec. 22: NE/4
D-2807	USA W-4925	12.50%	120.00	1.00	4-1-67/HBP	TRACT II - T. 17 N., R. 99 W., 6th P.M. Sec. 12: W/2NW/4, SE/4NW/4 Operating Rights - Down to 400 feet below the top of the Mesa Verde Group or where the Mesa Verde Group is not found 7,052 feet
D-2808	USA W-6138	12.50%	40.00	1.00	5-1-67/HBP	TRACT II T. 17 N., R. 99 W., 6th P.M. Sec. 12: NE/4NW/4 Operating Rights - Down to 400 feet below the top of the Mesa Verde Group or where the Mesa Verde Group is not found 7,052 feet
D-3243	USA W-0323010	6.25%	160.00	.375	3-1-66/76	T. 17 N., R. 99 W., 6th P.M. Sec. 22: NW/4
D-3244	USA W-0323833	6.25%	160.00	.375	4-1-66/76	T. 17 N., R. 99 W., 6th P.M. Sec. 22: SW/4

293

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]-3324	State of Wyoming 66-17886	9.375%	640.00	.75	12-2-66/76	T. 17 N., R. 102 W., 6th P.M. Sec. 36: All Operating Rights: To a depth of 5,634 feet or stratigraphic equivalent thereof
D-3496	USA W-0318183	6.25%	800.00	.5	8-1-65/75	T. 18 N., R. 98 W., 6th P.M. Sec. 20: E/2, SW/4 Sec. 30: E/2 Operating Rights - Down to the base of the Ericson formation
D-3901	USA W-3724	6.25%	591.35	.5625	2-1-67/77	T. 18 N., R. 98 W., 6th P.M. Sec. 18: Lots 6, 7, 8, E/2, E/2W/2
[redacted]3901-1	USA W-3724-A	6.25%	40.00	.5625	2-1-67/77	T. 18 N., R. 98 W., 6th P.M. Sec. 6: SE/4SE/4
D-4770	Champlin Petroleum Company.	6.25%	553.80	.1875	11-25-72/77	T. 18 N., R. 98 W., 6th P.M. Sec. 5: Lot 3, SE/4NW/4, W/2SW/4 Sec. 7: Lots 1, 2, W/2NE/4, E/2SW/4, E/2SE/4 T. 19 N., R. 98 W., 6th P.M. Sec. 31: E/2SE/4 Operating Rights - From surface to stratigraphic equivalent of 6,439 feet #1 CPC Rock Springs but no deeper than 100 feet below top of Ericson formation.

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
-4514	USA W-026123	6.15234375%	640.00	.24609	4-1-54/HBP	TRACT II T. 18 N., R. 99 W., 6th P.M. Sec. 32: All Operating Rights - From the surface down to a point which is the stratigraphic equivalent of 100 feet below the top of the Ericson formation
-4515	USA W-026383	4.1015625%	1201.08	.24609	4-1-54/12-31-75	T. 18 N., R. 99 W., 6th P.M. Sec. 20: All (excluding 40.26 acres within UPRR R/W) Sec. 30: All (excluding 20.02 acres within UPRR R/W) Operating Rights - From the surface to the top of the Ericson formation as found in the #1 Wallace Federal, located in SWSW 20-18N-99W
D-4430	USA W-0313549	6.25%	60.28	.1875	7-7-59/HBP	T. 18 N., R. 99 W., 6th P.M. Union Pacific Railroad Company Right-of-Way as it crosses the following described tracts: Sec. 20: N/2, SW/4 Sec. 30: NW/4 Operating Rights - From the surface of the ground to the depth of 4,407 feet, being Total Depth plus 50 feet as identified in #1 Wallace Federal located in SW/4SW/4 Sec. 20-18N-99W
-4730	USA W-0313646-A	6.15234375%	560.00	.24609	4-1-54/HBP	T. 18 N., R. 99 W., 6th P.M. Sec. 22: N/2, N/2S/2, S/2SW/4 Operating Rights - Down to the top of the Almond formation, estimated to be approximate 5,600 feet from the surface

295

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]720	Champlin Petroleum Company	7.50%	640.00	.225	5-25-73/78	T. 18 N., R. 99 W., 6th P.M. Sec. 33: All Operating Rights - Limited to cover only 60% of Lessor's interest in all horizons and strata from 100 feet below top of Ericson formation.
D-2798	USA W-19909	6.25%	640.00	.375	8-1-69/79	T. 19 N., R. 98 W., 6th P.M. Sec. 28: S/2NE/4, N/2NW/4, N/2SW/4, S/2SE/4
D-2805	USA W-20396	25%	400.00	1.5	9-1-69/79	T. 19 N., R. 98 W., 6th P.M. Sec. 12: S/2 Sec. 14: N/2NE/4
D-3005 [redacted]	USA W-17743	18.75%	478.24	1.125	3-1-69/79	T. 20 N., R. 100 W., 6th P.M. Sec. 6: Lots 5, 6, 7, 8, 9, 10, NE/4SW/4, SE/4NW/4, S/2NE/4, N/2SE/4 (All) Sec. 32: NW/4NE/4
-2190	USA W-0313427	25%	1280.19	1.5	1-1-65/75	T. 21 N., R. 95 W., 6th P.M. Sec. 4: Lots 1, 2, 3, 4, S/2N/2, S/2(All) Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (All).
-2729	USA W-2043	18.75%	1233.82	1.125	11-1-66/76	T. 21 N., R. 98 W., 6th P.M. Sec. 4: Lots 5, 6, 7, 8, S/2N/2, S/2 Sec. 6: Lots 8, 9, 10, 11, 12, 13, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
-3008	USA W-20962	9.375%	40.00	.75	10-1-69/79	T. 21 N., R. 100 W., 6th P.M. Sec. 12: NW/4SW/4
[redacted]09	USA W-2642	9.375%	640.00	.5625	12-1-66/HBP	T. 21 N., R. 100 W., 6th P.M. Sec. 24: All

962

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

VIS ASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]1	USA W-5503	9.375%	320.00	.5625	5-1-67/77	T. 21 N., R. 100 W., 6th P.M. Sec. 10: W/2
3014	USA W-7941	9.375%	840.00	.5625	9-1-67/77	T. 21 N., R. 100 W., 6th P.M. Sec. 2: SW/4, N/2SE/4, SW/4SE/4 Sec. 4: S/2 Sec. 12: E/2SW/4, SE/4
3019	USA W-11027	9.375%	40.00	.5625	3-1-68/78	T. 21 N., R. 100 W., 6th P.M. Sec. 22: SW/4SW/4
3026	USA W-7942	9.375%	40.00	.65625	9-1-67/77	T. 21 N., R. 100 W., 6th P.M. Sec. 12: SW/4SW/4
3020	USA W-1256	9.375%	40.00	.65625	10-1-66/76	T. 21 N., R. 100 W., 6th P.M. Sec. 2: SE/4SE/4
[redacted]	USA W-26147	9.375%	81.84	.5625	11-1-70/80	T. 21 N., R. 100 W., 6th P.M. Sec. 4: Lot 5, SE/4NE/4
3461	USA W-20821	12.50%	320.00	.875	10-1-69/79	T. 21 N., R. 100 W., 6th P.M. Sec. 10: E/2
2293	USA W-11015	18.75%	600.00	.5625	3-1-68/78	T. 22 N., R. 98 W., 6th P.M. Sec. 22: N/2, SW/4, N/2SE/4, SW/4SE/4
2300	USA W-11017	18.75%	1240.00	.5625	3-1-68/78	T. 22 N., R. 98 W., 6th P.M. Sec. 14: All T. 23 N., R. 98 W., 6th P.M. Sec. 35: N/2, SW/4, N/2SE/4, SW/4SE/4
[redacted]						

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]748	USA W-0318186	18.75%	2562.24	1.125	8-1-65/75	T. 22 N., R. 103 W., 6th P.M. Sec. 4: Lot 5, 6, 7, 8, S/2N/2, S/2 Sec. 5: Lot 5, 6, 7, 8, S/2N/2, S/2 Sec. 8: All Sec. 9: All
D-2749	USA W-0318188	18.75%	240.00	1.125	8-1-65/75	T. 22 N., R. 98 W., 6th P.M. Sec. 7: NE/4, E/2NW/4
D-4218	USA W-31485	25%	633.32	1.5	11-1-71/81	T. 22 N., R. 98 W., 6th P.M. Sec. 6: Lots 8, 9, 10, 11, 12, 13, 14, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
D-3067	USA W-0320735	18.75%	80.00	1.03125	12-1-65/75	T. 22 N. R. 101 W., 6th P.M. Sec. 22: E/2SE/4
[redacted]486	USA W-12513	18.75%	640.00	.5625	6-1-68/78	T. 23 N. R. 98 W., 6th P.M. Sec. 24 All
D-2753	USA W-16206	18.75%	640.00	1.03125	12-1-68/78	T. 23 N. R. 98 W., 6th P.M. Sec. 27: All
D-2758	USA W-19302	18.75%	2560.12	.5625	7-1-69/79	T. 23 N R. 98 W., 6th P.M. Sec. 1: Lots 9, 10, 11, 12, S/2N/2, SE/4 Sec. 2: Lots 9, 10, 11, 12, S/2N/2, SW/4 Sec. 11: W/4, S/2 Sec. 12: NE/4, S/2 Sec. 14: I
D-2782	USA W-19911	18.75%	640.00	1.125	8-1-69/79	T. 23 N., R. 98 W., 6th P.M. Sec. 26: A
[redacted]954	USA W-22953	18.75%	949.72	1.5	3-1-70/80	T. 23 N., R. 103 W., 6th P.M. Sec. 9: N/2 Sec. 18: Lots 5, 6, 7, 8, E/2, E/2W/2

298

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]2794	USA W-19292-A	18.75%	640.00	1.125	7-1-69/79	T. 23 N., R. 98 W., 6th P.M. Sec. 33: All
D-2998	USA W-0303094	18.75%	2550.52	1.5	11-1-64/74	T. 23 N., R. 98 W., 6th P.M. Sec. 19: All Sec. 20: All Sec. 29: All Sec. 32: All
BD-1725	USA W-0320775	25%	160.00	.75	12-1-65/75	T. 24 N., R. 109 W., 6th P.M. Sec. 18: SE/4
D-5033	USA W-43845	25%	960.00	1.75	3-1-74/84	T. 25 N., R. 109 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Sec. 4: Lots 1, 2, S/2NE/4, SE/4
[redacted]916	USA W-24119	25%	2060.81	2.0	6-1-70/80	T. 26 N., R. 100 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Sec. 4: Lots 1, 2, 3, 4, S/2N/2 Sec. 9: E/2, SE/4NW/4, NW/4SW/4, E/2SW/4 Sec. 10: All
D-4917	USA W-24520	25%	640.00	2.0	7-1-70/80	T. 26 N., R. 100 W., 6th P.M. Sec. 4: S/2 Sec. 5: E/2SW/4, SE/4 Sec. 9: W/2NW/4
D-4923	USA W-31009	25%	2273.84	2.0	10-1-71/81	T. 26 N., R. 100 W., 6th P.M. Sec. 5: Lots 1, 2, 3, 4, S/2N/2, W/2SW/4 Sec. 6: All Sec. 7: All T. 26 N., R. 101 W., 6th P.M. Sec. 1: All

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]4911	USA W-16958-A	25%	621.27	2.0	2-1-69/79	T. 26 N., R. 101 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S/2N/2, S/2
D-4912	USA W-16959-A	25%	640.00	2.0	2-1-69/79	T. 26 N., R. 101 W., 6th P.M. Sec. 21: All
D-4913	USA W-16960-A	25%	652.32	2.0	2-1-69/79	T. 26 N., R. 101 W., 6th P.M. Sec. 19: Lots 1, 2, 3, E/2W/2, E/2
D-4914	USA W-22263	25%	640.00	2.0	2-1-70/80	T. 26 N., R. 101 W., 6th P.M. Sec. 34: All
D-4918	State of Wyoming 66-1448	25%	640.00	2.0	1-2-66/76	T. 26 N., R. 101 W., 6th P.M. Sec. 16: All
[redacted]4919	USA W-0317635	25%	1920.00	2.0	8-1-65/75	T. 26 N., R. 101 W., 6th P.M. Sec. 17: All Sec. 20: All Sec. 29: All
D-4920	USA W-0318249	25%	650.82	2.0	8-1-65/75	T. 26 N., R. 101 W., 6th P.M. Sec. 18: Lots 1, 2, 3, 4, E/2W/2, E/2
D-4921	USA W-0318250	25%	1294.44	2.0	8-1-65/75	T. 26 N., R. 101 W., 6th P.M. Sec. 28: All Sec. 31: Lots 1, 2, 3, 4, E/2W/2, E/2
D-4922	USA W-19537-A	25%	1932.75	2.0	7-1-69/79	T. 26 N., R. 101 W., 6th P.M. Sec. 30: Lots 1, 2, 3, 4, E/2W/2, E/2 Sec. 32: All Sec. 33: All

300

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

AVIS EASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]488	USA W-36857	25%	2560.00	1.75	11-1-72/82	T. 26 N., R. 102 W., 6th P.M. Sec. 25: All Sec. 26: All Sec. 33: SE/4 Sec. 34: E/2, SW/4 Sec. 35: All
-4503	USA W-24535	25%	2560.00	1.5	7-1-70/80	T. 26 N., R. 102 W., 6th P.M. Sec. 17: All Sec. 20: All Sec. 21: All Sec. 29: All
-4848	State of Wyoming 66-4	25%	640.00	1.5	1-2-66/76	T. 26 N., R. 102 W., 6th P.M. Sec. 16: All
[redacted]87	USA W-24922	25%	319.13	1.75	8-1-70/80	T. 26 N., R. 103 W., 6th P.M. Sec. 31: Lot 3, NE/4SW/4, N/2SE/4 Sec. 32: N/2S/2
-4513	USA W-17155	6.15234375%	638.00	.4921878	2-1-69/79	T. 17 N., R. 99 W., 6th P.M. Sec. 4: Lots 5, 6, 7, 8, S/2N/2, S/2 From the surface down to a point which is the stratigraphic equivalent of 100' below the top of the Ericson formation
-4654	Champlin Petroleum Company	6.25%	639.60	.5	5-25-73/78	T. 17 N., R. 99 W., 6th P.M. Sec. 1: All From the surface of the earth down to a depth 100 feet below the top of the Ericson formation

EXHIBIT "A"

SWEETWATER COUNTY, STATE OF WYOMING

AVIS EASE NO.	LESSOR	INTEREST ASSIGNED TO SOUTHLAND	GROSS ACRES	SUBJECT TO FULL BURDEN OF ORR AS SET FORTH BELOW	DATE	DESCRIPTION
[redacted]159	USA W-19036	25%	1791.26	1.875	6-1-69/79	T. 18 N., R. 100 W., 6th P.M. Sec. 28: Lots 1, 2, 3, 4, 5, 6; 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 Sec. 30: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 Sec. 32: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
[redacted]-2771	USA W-0309998	18.75%	1275.08	1.59375%	8-1-64/74	T. 22 N., R. 98 W., 6th P.M. Sec. 30: Lots 5, 6, 7, 8, E/2, E/2W/2 Sec. 32: All

Mid-Continent Association Form
With Overriding Royalty Reservation

No. 909.L

Recorded at .....o'clock.....M., ...

Reception No..... .....Recorder.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Stuart M. McKinley and Barbara C. McKinley, husband and wife,
Box 32, Daniel, Wyoming 83115

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

C & K Petroleum, Inc.
1600 Broadway, Suite 1700
Denver, Colorado 80202

(hereinafter called Assignee), all of their right title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the oil and gas lease dated October 28, 1974, from

Priscilla M. Bower, formerly Priscilla Miller(lease recorded Book 51, Page 260)
Priscilla M. Bower guardianship of Kathleen Anne Miller, Patricia Mildred Miller, Matthew Daniel Miller (lease recorded Book 51, Page 263)
Robert Mickelson Miller, Jr., also known as Robert M. Miller, Jr. (lease recorded BOOk 51, Page 265)

....., lessor.....
to Stuart M. McKinley, lessee.....
recorded in book....., page.....insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Section 5: $S\frac{1}{2}$ $SE\frac{1}{4}$; NE $SE\frac{1}{4}$
Section 4: $W\frac{1}{2}$ SW
Section 8: $E\frac{1}{2}$
Section 9: SW NW; NW SW

146778

RECORDED Feb. 14 1975 9:00 A M
IN BOOK 31 Oil & Gas PAGE 303
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Healey

~~Section~~ Township 29 N Range 112W and containing 600 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided 5% of 8/8ths .....of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, 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 and the production therefrom.

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, ~~and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same~~

EXECUTED, This 21st day of December, 1974

Stuart M. McKinley
Stuart M. McKinley

Barbara C. McKinley
Barbara C. McKinley

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

STATE OF Wyoming }
COUNTY OF Sublette } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of December, 1974, personally appeared Stuart M. McKinley and Barbara C. McKinley, 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 12/5/76

W. S. Dalsen
Notary Public.

303

10-310-1 — 3

Reassignment Clause

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall so notify Assignor in writing thereof, at least thirty (30) days in advance of the next rental due date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall so notify Assignee within fifteen (15) days after receipt of such notice from Assignee, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to take reassignment of such lands in said lease, Assignee shall then have the right to surrender such interests. 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.

RECORDED Feb 18 1975 9:00 AM
IN BOOK 51 Oil & Gas PAGE 305
FEES $2.50 Lois Schlabs COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Eileen Y. Neely
146802

Form PO-84
(Exp)

RELEASE -- WYOMING

KNOW ALL MEN BY THESE PRESENTS: That 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 leases as set forth and described in Exhibit "A" attached hereto and made a part hereof, insofar as these leases cover the lands more specifically described in the attached Exhibit "A":

Executed at Denver, Colorado, on this 7th day of February, 19 75.

TEXACO Inc.

By R. M. Danos
Agent and Attorney-In-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 7th day of February, 19 75, 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 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 7th day of February, 19 75.

My commission expires on the 16th day of August, 19 75.

Margaret B. Smith
Notary Public within and for the City and County of Denver, State of Colorado.
Resides at DENVER, COLORADO

APPROVED AS TO
DESCRIPTION & DATA
J. C. Maxwell
Atty. Gen.

EXHIBIT "A"

COUNTY Sublette STATE Wyoming

W-5892a Sublette,Wyo Cotton
2080 acs 33N-115W Sec 26 All;
Sec 27 All; Sec 34 NE4; Sec 35 All

W-8/74&73
Fed.W-16401 1-1-69(12-68)

LESSOR LEASE DATE

RECORDED: BK 42 Oil & Gas PAGE 343

LESSOR LEASE DATE

RECORDED: BK PAGE

W-5893a Sublette,Wyo Cotton
1402.32 acs 32N-115W Sec 9 Lots 1,2,
Sec 10 Lots 1,2,3,4, S2; Sec 15 NE4;
33N-115W Sec 36 All

W-8/74
Fed.W-16397 1-1-69(12-68)

LESSOR LEASE DATE

RECORDED: BK 42 Oil & Gas PAGE 348

LESSOR LEASE DATE

RECORDED: BK PAGE

W-5897a Sublette,Wyo Cotton
2080 acs 33N-115W Sec 15 S2N2, S2;
Sec 16 E2; Sec 21 E2; Sec 22 All;
Sec 23 W2

W-8/74
Fed.W-16399 1-1-69(12-68)

LESSOR LEASE DATE

RECORDED: BK 42 Oil & Gas PAGE 368

LESSOR LEASE DATE

RECORDED: BK PAGE

LESSOR LEASE DATE

RECORDED: BK PAGE

LESSOR LEASE DATE

RECORDED: BK PAGE

PRODUCERS 83
40-640,
REV. 3-59

[redacted]

OIL AN[redacted]AS LEASE

[redacted]

1640 COURT PLACE RM. 205
DENVER, COLORADO 80202
PHONE
(303) 266-1681

AGREEMENT Made and entered into the 17th day of June, 19 74 by and between Mary Nell McGinnis, formerly Mary Nell Hanson, a single woman

whose mailing address is 3333 West Nicolet, Banning, California, hereinafter called Lessor (whether one or more), and Belco Petroleum Corporation, 9485 West Colfax Avenue, Lakewood, Colorado 80215, hereinafter called Lessee:

1. WITNESSETH: That the said lessor, for and in consideration of Ten and No/100------------------------------- 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: S/2 SW/4

Section 14: NE/4 NW/4, W/2 NW/4

Section 15: N/2 N/2

of Section ________ Township 28N Range 112W and containing 360.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of five (5) 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 Central Colorado Bank Bank at Colorado Springs, Colorado 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 Sixty and No/100------------------------------- DOLLARS ($ 360.00) 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 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 puropses 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 to 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.

Mary Nell McGinnis
MARY NELL (HANSON) MC GINNIS

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 COLORADO
COUNTY OF El Paso } ss.

I, the undersigned Notary Public, do hereby certify that on the 23rd day of July ~~June~~, 1974, personally and in person appeared Mary Nell McGinnis, formerly Mary Nell Hanson, a single woman ~~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 she freely and voluntarily signed, sealed, executed and delivered the same as her 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 23rd day of July ~~June~~, 1974

Edna P. Coulson
Notary Public, whose place of residence is
Colorado Springs, Colorado

My commission expires:
July 28, 1974

(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 Mary Nell McGinnis

TO Belco Petroleum Corp

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

STATE OF Colorado } ss.
COUNTY OF Jefferson }

This instrument was filed for record on the 26th day of Feb. 1975, at 9 o'clock A M., and duly recorded in Book 5710 Page 307 of the records of this office.

Lew Yarbrough
County Clerk—Register of Deeds.
Fees: $3.00
By Ellen L. Nelson Deputy.

When Recorded

Return to

146940

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

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE W 45880

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. G. BOEKEL	444 17th St. Denver, CO 80202	1.25%

Being in all a total of an undivided One & one fourth 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. 29 N., R. 115 W., 6th Prin. Mer.
Sec. 5: ALL
Sec. 6: Lots 1, 2, 3, 4, N½NE¼, E½W½, E½SE¼

T. 30 N., R. 115 W., 6th Prin. Mer.
Sec. 30: Lots 1, 2, 3, 4, E½, E½W½
Sec. 31: Lots 1, 2, 3, 4, E½, E½W½

containing 2167.92 acres, more or less.

WITNESS my hand this 1st day of August, 1974.

Joseph S. Sprinkle
Joseph S. Sprinkle

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 1st day of August, 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

146988

RECORDED Feb 28 19 75 9:00 AM
IN BOOK 510 Oil & Gas PAGE 309
FEES $2.00 Lois J Yabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL & GAS LEASE W 45879
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. G. BOEKEL	444 17th St. Denver, CO 80202	1.25%

Being in all a total of an undivided One & one quarter 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. 29 N., R. 115 W., 6th Prin. Mer.

Sec. 7: Lots 1, 2, 3, 4, E½, E½W½
Sec. 8: ALL
Sec.17: W½
Sec.18: Lots 1, 2, 3, 4, E½, E½W½

containing 2087.04 acres, more or less.

WITNESS my hand this 1st day of August, 1974.

Joseph S. Sprinkle
Joseph S. Sprinkle

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 1st day of August, 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

146989

RECORDED Feb 28 1975 9:00 A M
IN BOOK 310 Misc PAGE 310
FEES $2.00
Zola Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Neely

310

NORTHWEST PIPELINE CORPORATION

TO DYCO PETROLEUM CORPORATION
C. F. BRAUN & CO.
~~PETROLEUM, INC.~~

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Dyco Petroleum Corporation, C F Braun & Co, ~~and Petroleum, Inc~~., as Seller, made and entered into a certain Gas Purchase Contract dated 2/20/75, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to tne Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

147167

RECORDED March 10 1975 9:00AM
IN BOOK 51 Oil and Gas PAGE 311
FEES $8.00 Lois J. Drake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Ellen K. Neely

This Memorandum shall not be deemed to enlarge, restrict, or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 20th day of February, 1975.

"NORTHWEST"

NORTHWEST PIPELINE CORPORATION

ATTEST:

By W D Owens

Date Executed 2/20/75

"SELLER"

DYCO PETROLEUM CORPORATION

ATTEST:

By L. Z. Williams

R. J. Grubb, Assistant Secretary

L. Z. Williams, Vice President

Date Executed January 2, 1975

C. F. BRAUN & CO

ATTEST:

By D B Thorne
ATTORNEY-IN-FACT

Date Executed 1-20-75

~~PETROLEUM, INC.~~

ATTEST :

By _____

Date Executed _____

EXHIBIT A

GAS PURCHASE CONTRACT

DATED February 20, 1975

between

NORTHWEST PIPELINE CORPORATION

and

DYCO PETROLEUM CORPORATION, et. al.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette, Wyoming				
T 28N, R114W					
(W-42791)					
Sec 5: Lots 7,8,12					
Sec 21: N½NW¼, SE¼NW¼ NE¼SW¼		266.65	75.0%	199.98750	12/31/83
*(W-311662)					
Sec 8: Lots 2-20		678.25	75.0%	508.68750	9/30/74
**(W-311662)					
Sec 5: Lots 9,10,14,15,16, 17,18,19 (223.32)					
Sec 21: W½SW¼, SE¼SW¼		343.32	37.5%	128.74500	9/30/74
**(W-6317)					
Sec 5: Lot 11		40.00	37.5%	15.00000	6/30/77
**(W-320213)					
Sec 17: Lots 1,2,3,5-20 (693.05)					
Sec 20: Lots 1-20 (720.55)		1413.60	37.5%	530.10000	10/31/75
**(W-322610)					
Sec 17: Lot 4		40.13	37.5%	15.04875	3/31/76
T28N, R115W					
**(W-322610)					
Sec 12: NW¼		160.00	37.5%	60.00000	3/31/76
**(W-36055)					
Sec 12: SW¼		160.00	37.5%	60.00000	11/30/75
**(W-322083)					
Sec 1: Lots 5,6,7,8,S½ (452.80)					
Sec 12: E½ (320.00)					
Sec 13: E½ (320.00)		1092.80	37.5%	409.80000	1/31/76

*Exxon has option to convert a portion of a royalty interest to a 37.5% WI at payout of well.

**Dyco, et al., has potential to earn an additional 37.5% interest which will automatically become subject to this contract.

STATE OF _____

COUNTY OF _____

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

ON January 20, 19 75

before me, the undersigned, a Notary Public in and for said State, personally appeared D B Houge, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of **C F Braun & Co**, a corporation, and acknowledged to me that he subscribed the name of **C F Braun & Co** thereto as principal, and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.

Sylvia Johnson
Notary Public in and for said State

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. Z. WILLIAMS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of DYCO PETROLEUM CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of January, 1975.

Notary Public
Residing at
3268 So. Cinn., Apt. #288
Tulsa, Oklahoma 74105

My Commission expires 4/18/76

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of _____ _____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1974.

_____
Notary Public
Residing at

My Commission expires _____

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. D. Owens, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of February, 1975.

Dorothy Jenkins
Notary Public
Residing at

My Commission expires April 20, 1978

[redacted]

PHONE
(303) 266-1681

Form 88-4 [redacted]
Kan., Okla. & Colo.

B W OIL AN[redacted]AS LEASE

THIS AGREEMENT, Entered into this the 6th day of December, 19 74

between Lester Pape and Mary H. Pape, husband and wife, Daniel, Wyoming

hereinafter called lessor,

and Richard P. Cullen, 480 Denver Club Bldg., Denver, Colo. hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten Dollars ($ 10.00), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming to-wit:

Township 36 North, Range 111 West, 6th P.M.
Section 2: Lots 3, 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Section 3: Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$

In Section ____, Township ____, Range ____, and containing 302.94 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at 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.

4. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay 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 under paragraph numbered two hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product, as royalty, one-eighth of the market value of such gas at the mouth of the well. If said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. 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 the State Bank of Big Piney Bank at Big Piney, Wyoming or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Three Hundred Two and 94/100---------- Dollars ($ 302.94) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one 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 or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced within twelve months from the expiration of the last rental period for which rental has been paid, or provided that within said period the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case 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 said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

10. 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 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.

11. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

12. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

14. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

16. This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

IN WITNESS WHEREOF, we sign the day and year first above written.

Lester Pape

Mary H. Pape

Mary H. Pape

STATE OF Wyoming
COUNTY OF Sublette } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On January 21, 19 75, before me personally appeared Mary Pape

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Helen L. O'Brien — Notary Public

County of Sublette

My Commission Expires Nov. 17, 1977

Helen L. O'Brien
Notary Public
Residing at:

STATE OF _____
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at:

STATE OF _____
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at:

No. _____

OIL AND GAS LEASE

FROM _____

_____

TO _____

_____

_____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

_____

_____

STATE OF Wyoming
County of Sublette } ss:

This instrument was filed for record on the 14 day of March, 19 75

at 4 o'clock P M., and duly recorded in Book 51 Misc. Page 317 of the records of this office.

Register of Deeds.

By _____ Deputy

When recorded, return to

147236

WILLIAM S SCHICKTANZ
SUITE 1290
633 SEVENTEENTH STREET
DENVER, COLORADO 80202

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally came the above named _____

_____ (who being by me duly swom, did say that he is the _____

President of _____

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
Residing at:

[redacted] [redacted] [redacted]

TAYLOR'S
PHONE
(303) 266-1681

Form 88-42
Kan., Okla. & Colo.

B W OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 3rd day of February 75

between Martin J. Wardell, Robert E. Wardell and C. Jane Wardell,
P. O. Box 98, Big Piney, Wyoming 83113

hereinafter called lessor, and Richard P. Cullen, 480 Denver Club Building, Denver, Colo. 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten Dollars ($ 10.00), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming to-wit:

Township 36 North, Range 110 West, 6th P.M.
Section 30: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 31: $NW\frac{1}{4}NE\frac{1}{4}$

in Section ____, Township ____, Range ____, and containing 160.00 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at 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.

4. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay 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 under paragraph numbered two hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product, as royalty, one-eighth of the market value of such gas at the mouth of the well. If said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. 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 the State Bank of Big Piney Bank at Big Piney, Wyoming or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of One Hundred Sixty and NO/100---------- Dollars ($ 160.00) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one 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 or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced within twelve months from the expiration of the last rental period for which rental has been paid, or provided that within said period the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case 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 said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

10. 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 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.

11. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

12. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

14. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

16. This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

IN WITNESS WHEREOF, we sign the day and year first above written.

Martin J. Wardell — Martin J. Wardell

Robert E. Wardell — Robert E. Wardell

C Jane Wardell — C. Jane Wardell

319

In the event a well for oil and gas is drilled upon any of the lands covered by this lease, Lessee agrees that upon the completion of drilling or producing operations Lessee shall restore the surface of the ground to as near its original position as is reasonably possible.

STATE OF Wyoming }
COUNTY OF ~~Sublette~~ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of February 19 75 personally appeared Martin J. Wardell, Robert E. Wardell and C. Jane Wardell

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 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

County of State of Wyoming
My Commission Expires Nov. 17, 1977

Helen L. O'Brien
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

No. 147242

FROM

TO

Dated , 19

No. Acres

County,

This instrument was filed for record on the 17 day of February 19 75, at 1 o'clock P M., and duly recorded in Volume 57 Page 319 of the records of this office.

County Clerk.

Deputy.

When recorded return to

WILLIAM [illegible]
SUITE [illegible]
633 SEVENTEENTH STREET
DENVER, COLORADO 80202

[illegible]
[illegible]
DENVER, COLORADO 80202

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Waymon G. Peavy, does hereby transfer and assign, without warranty of title, unto:

Greenbrier Operating Co.
1300 - 211 N. Ervay Building
Dallas, Texas 75201

all of his right, title and interest in and to the Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof, insofar as such leases cover the lands described in Exhibit "A".

This assignment is expressly made subject to any overriding royalties previously reserved.

Executed this 1st day of August, 1974.

Waymon G. Peavy

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 1st day of August, A.D., 1974, before me personally appeared Waymon 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 1st day of August, A.D., 1974.

(Seal)

Eleanor Jandt
Notary Public

My Commission Expires: 6-1-75

147338

RECORDED March 27 1975 9 o'clk.
IN BOOK 57 Oil & Gas 321
FEES $3.50 Doris G. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

321

EXHIBIT "A" PAGE 1 STATE WYOMING COUNTY SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY1-892	Richard D. Wilson, et al	Erving Wolf	4-10-67	Township 34 North, Range 109 West, 6th P.M. Section 32: NW¼NE¼, NE¼NW¼, S½NW½ containing 160 acres, more or less	41	3
WY1-895	J. Chauncey Clark et ux	Erving Wolf	4-10-67	Township 33 North, Range 109 West, 6th P.M. Section 6: Lot 4,3, SE¼NW¼, SW¼NE¼ Township 34 North, Range 109 West, 6th P.M. Section 31: Lot 3, 4, SE¼SW¼ Township 33 North, Range 110 West, 6th P.M. Section 1: Lot 1 containing 303.63 acres, more or less	41	311
WY1-896	Marjorie Hagenstein	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 14: E½SW¼, W½SE¼ Section 23: NW¼ Section 22: NE¼ containing 480 acres, more or less	41	315
WY1-898	Thurston Doyle et ux	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 10: NW¼ NE¼, less one (1) acres in the northwest corner of the NW¼NE¼ containing 39 acres, more or less	41	313

322

STATE WYOMING

COUNTY SUBLETTE

NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
[redacted]999	Edward F. Steele, et ux	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 6: Lot 2 Township 34 North, Range 109 West, 6th P.M. Section 31: NE¼SW¼, SE¼ Section 32: SW¼ containing 399.84 acres, more or less	41	309
[redacted]1-900	Roy O. Steele, et al	Erving Wolf	4-5-67	Township 33 North, Range 110 West, 6th P.M. Section 3: SE¼SW¼ Township 34 North, Range 110 West, 6th P.M. Section 25: NE¼NE¼, S½N½, N½S½, S½SW¼, SW¼SE¼ Township 34 North, Range 109 West, 6th P.M. Section 30: Lots 2,3, SE¼NW¼, SW¼NE¼ containing 667.64 acres, more or less	41	323
[redacted]Y1-901	W. D. Alexander, et ux	Erving Wolf	4-5-67	Township 34 North, Range 110 West, 6th P.M. Section 2: SW¼NE¼, SW¼, W½SE¼ Section 3: NE¼SE¼ containing 320.00 acres, more or less	41	334
[redacted]Y1-902	Fred E. Shriver, et ux	Erving Wolf	4-5-67	Township 34 North, Range 110 West, 6th P.M. Section 24: SE¼ Section 25: NW¼NE¼	41	356

323

STATE WYOMING COUNTY SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY1-902 cont.				Township 34 North, Range 109 West, 6th P.M. Section 19: Lot 4 Section 29: SW¼NW¼, SW¼ Section 30: Lot 1, E½SE¼, SE¼NE¼ and the South 18 acres of NE¼NE¼ Section 32: NW¼NW¼, and a portion in the NE¼ of Sec. 31, and of SW¼SE¼, Sec. 30, T.34 N., R. 109 W., 6th P.M. the area of which is 42.0 acres, more or less. Containing 671.03 acres, more or less		
WY1-903	Paul C. Hagenstein, et ux	Erving Wolf	4-6-67	Township 33 North, Range 109 West, 6th P.M. Section 23: NE/4 and 73.81 acres out of the E½SE¼ Containing 233.81 acres, more or less	41	317
WY-905	Ralph Allen Steele, et ux	Erving Wolf	4-6-67	Township 34 North, Range 110 West, 6th P.M. Section 25: SE¼SE¼ Township 34 North, Range 109 West, 6th P.M. Section 30: Lot 4, E½SW¼, NW¼SE¼ Section 31: Lots 1, 2, E½NW¼ and 158.03 acres more or less out of the SW¼SE¼ of Section 30 and that part of the NE¼ of Section 31. Containing 500.42 acres, more or less	41	331

EXHIBIT "A" PAGE 4 STATE WYOMING COUNTY SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
[redacted]-907	Felix Walter Rilinger	Erving Wolf	4/6/67	Township 33 North, Range 109 West, 6 PM Sec. 23: SE/4, NE/4 SW/4, that part lying and being situated N of U.S. Highway 187, less a tract of 73.81 acres in E/2 of SE/4 more particularly described in lease Sec. 26: NE/4, less a tract more particularly described in lease Containing 202.00 acres, more or less	41	320

825

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Waymon G. Peavy, does hereby transfer and assign, without warranty of title, unto:

Greenbrier Operating Co.
1300 - 211 N. Ervay Building
Dallas, Texas 75201

all of his right, title and interest in and to the Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof, insofar as such leases cover the lands described in Exhibit "A".

This assignment is expressly made subject to any overriding royalties previously reserved.

Executed this 31st day of August, 1974.

Waymon G. Peavy

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 31st day of August, A.D., 1974, before me personally appeared Waymon 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 31st day of August, A.D., 1974.

(Seal)

Notary Public

My Commission Expires: 6-1-75

147341

RECORDED March 27 19 75 9:22 A.M.
IN BOOK 51 Oil & Gas PAGE 326
FEES $ 2.75 Isabel J. Yake
SUBLETTE COUNTY, WYOMING
By Ellen K. [redacted] Dep

EXHIBIT "A" PAGE 1 STATE OF WYOMING, COUNTY OF SUBLETTE

No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Recorded Page
[redacted]-893	Charles F. Alexander et ux	Erving Wolf	4/10/77	T. 34 N., R. 111 W., 6th P.M. Sec. 27: SW¼ Sec. 34: NW¼	320.00	41	333
F-897	J. . McLoughlin et ux	Erving Wolf	4/8/77	T. 35 N., R. 111 W., 6th P.M. 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	835.00	41	342
[redacted]01	W. D. Alexander et ux	Erving Wolf	4/5/77	T. 35 N., R. 110 W., 6th P.M. Sec. 8: N½NE¼, SE¼NE¼, NE¼SE¼ Sec. 9: SW¼SW¼		41	334
WF-904	James and Koch, Inc., a corporation	Erving Wolf	4/11/77	T. 33 N., R. 111 W., 6th P.M. Sec. 3: Lots 3,4, S½NW¼, SW¼ Sec. 4: Lots 1,2, S½NE¼, SE¼ T. 34 N., R. 111 W., 6th P.M. Sec. 28: E½ Sec. 33: E½ Sec. 34: SW¼	720.34	41	396
[redacted]-904-A	Boyd Kelly et ux	Erving Wolf	4/11/77	SAME AS WF-904 ABOVE	720.34	41	393

327

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Recorded Page
WF-905	John A. May, a single man	Erving Wolf	4/8/77	T. 35 N., R. 111 W., 6th P.M. Sec. 6: Lots 6,7, SE¼SW¼ Sec. 7: Lot 1, NE¼NW¼ T. 35 N., R. 112 W., 6th P.M. Sec. 1: SE¼NE¼, E½SE¼	154.665	41	340
WF-906-A	Margaret C. McDole, et al	Erving Wolf	4/8/77	SAME AS WF-906 ABOVE	154.665		
WF-908	Mack V. Smith et ux	Erving Wolf	4/13/77	T. 31 N., R. 111 W., 6th P.M. Sec. 11: SW¼ Sec. 14: N½NW¼, SW¼NW¼ Sec. 15: SE¼NE¼, NW¼	480.00	41	307
WF-909	Newcomb Land & Cattle Company, Inc.	Erving Wolf	4/12/77	T. 31 N., R. 111 W., 6th P.M. Sec. 1: Lots 3,4, S½NW¼, SW¼ except one 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 one 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 P.M. Sec. 26: SW¼SW¼ Sec. 27: S½NE¼, SE¼ Sec. 34: NE¼ Sec. 35: W½, W½E½, E½SE¼, SE¼NE¼ T. 33 N., R. 111 W., 6th P.M. Sec. 5: W½SW¼, SE¼SW¼, SW¼SE¼ Sec. 6: Lots 5,6, SE¼NW¼, S½NE¼, NE¼SW¼, SE¼ Sec. 8: N½NE¼, NE¼NW¼	2316.71	41	425

328

EXHIBIT "A" PAGE 3 STATE OF WYOMING, COUNTY OF SUBLETTE

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Record Book	Page
WF-909-A	Daniel Michel Ball, et al	Erving Wolf	4/14/77	T. 33 N., R. 111 W., 6th P.M. 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 P.M. Sec. 31: E½SE¼ Sec. 32: SW¼, S½SE¼	615.59		
WF-910	Robert E. Lozier et ux	Erving Wolf	4/17/77	T. 35 N., R. 110 W., 6th P.M. Sec. 17: E½E½	160.00	41	403
WF-911	Mildred Mickelson Miller, et vir	Erving Wolf	4/17/77	T. 34 N., R. 111 W., 6th P.M. Sec. 25: SE¼, E½SW¼, W½SW¼ Sec. 26: S½ Sec. 27: W½SE¼, SE¼SE¼ Sec. 34: N½NE¼ Sec. 35: NE¼, E½NW¼, NW¼NW¼, N½SE¼ Sec. 36: N½	1520.00	41	336
WF-912	Robert L. Miller et ux	Erving Wolf	4/17/77	T. 33 N., R. 111 W., 6th P.M. Sec. 4: Lots 3,4, S½NW¼, SW¼ T. 34 N., R. 111 W., 6th P.M. 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 P.M. Sec. 14: E½NE¼	2357.48	41	370

329

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Recorded Page
WF-912	Robert L. Miller et ux (Continued)			T. 34 N., R. 111 W., 6th P.M. Sec. 7: Lot 1, NE¼NW¼ T. 35 N., R. 111 W., 6th P.M. Sec. 32: NE¼NW¼, S½NW¼, N½SW¼, SW¼SW¼			
WF-913	Robert L. Miller et ux	Erving Wolf	4/17/77	T. 31 N., R. 111 W., 6th P.M. Sec. 11: S½NE¼, SE¼ Sec. 12: S½, S½N½ Sec. 13: N½N½	880.00	41	305
WF-914	Marvin D. Wardell et ux	Erving Wolf	4/17/77	T. 33 N., R. 112 W., 6th P.M. Sec. 28: SE¼NE¼, E½SE¼ Sec. 33: E½E½, SW¼NE¼, N½SW¼, SE¼SW¼, W½SE¼ Sec. 34: NW¼, SW¼NE¼, N½S½	440.00	41	325
WF-914-A	Patrick Johnson et ux	Erving Wolf	4/17/77	SAME AS WF-914 ABOVE	440.00	41	327
WF-917	Boyd Kelly et ux	Erving Wolf.	4/11/77	T. 34 N., R. 111 W., 6th P.M. Sec. 19: Lot 4 Sec. 30: Lots 1,2,3, E½NW¼, NE¼SW¼ T. 34 N., R. 112 W., 6th P.M. 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 P.M. Sec. 34: SW¼NE¼, S½NW¼, S½ Sec. 35: W½SW¼	1458.12	41	400

330

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Page
-917-A	James Brothers Cattle Company	Erving Wolf	4/11/77	SAME AS WF-917 ABOVE	1458.12	41	479
-918	Jewett Land & Livestock Co.	Erving Wolf	4/24/77	T. 32 N., R. 111 W., 6th P.M. 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	1360.00	41	359
-919	Myron M. Baker, et al	Erving Wolf	4/17/77	T. 34 N., R. 111 W., 6th P.M. 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 East quarter corner of Sec. 30, T. 34 N., R. 111 W., 6th P.M., 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 (1) acre known as the site of Old Fort Benneville.	553.45	41	373
WF-920	Alvin B. Pearson, Jr., et ux	Erving Wolf	4/17/77	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	199.98	41	368

...o No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Recorded Page
2	R. J. Travelute, et al	Erving Wolf	4/18/77	T. 34 N., R. 111 W., 6th P.M. 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, Township 34 North, Range 111 West, 6th P.M., and running thence West 320 feet; thence North 150 feet; thence East 320 feet; thence South 150 feet to the point of beginning, containing 1.1 acres, more or less. T. 33 N., R. 111 W., 6th P.M. Sec. 2: SW¼NW¼, W½SW¼, Lot 4 Sec. 3: Lots 1,2, S½NE¼, SE¼ Excepting from the above described lands in Section 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.	817.92	41	422
332	No pre-existing overriding royalty contained in any of the above described leases						
	Orin L. Robinson, a single man of Pinedale, Wyoming	International Nuclear Corporation, 308 Lincoln Tower Building, Denver, Colorado	4-2-69	T. 37 N., R. 112 W., 6th PM Sec. 19: Lot 4 T. 37 N., R. 113 W., 6th PM Sec. 24: S½SE¼, S½N½SE¼		42	475
...4	Ralph Eugene Pfisterer and Ellenora Pfisterer, Individually and as husband and wife, of Pinedale, Wyoming	International Nuclear Corporation, 308 Lincoln Tower Building, Denver, Colorado	4-2-69	T. 37 N., R. 112 W., 6th PM Sec. 30: Lots 1,2, NE¼NW¼		42	547

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Record Book
WY1-1741	Jake Pfisterer aka John Pfisterer and Mary Pfisterer, individually and as husband and wife, of Pinedale, Wyoming	International Nuclear Corporation, 308 Lincoln Tower Building, Denver, Colorado	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
WY1-1759	Newcomb Land and Cattle Company, Inc., a Wyoming Corporation	International Nuclear Corporation, 308 Lincoln Tower Building, Denver, Colorado	4-21-69	T. 33 N., R. 111 W. Sec. 6: Lot 4 Sec. 8: NW¼NW¼		42
WY1-1759-A	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 & husband, Helen Josephine Ball La Bass, w widow; Delbert J. Arthur, a widower 735 Wayne Street, Pocatello, Idaho	International Nuclear Corporation, 308 Lincoln Tower Building, Denver, Colorado	5-26-69	T. 33 N., R. 111 W. Sec. 6: Lot 4 Sec. 8: NW¼NW¼		44 333

147348

ASSIGNMENT OF OIL AND GAS LEASE

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, W C PEAVY, Suite 1300, 211 North Ervay Building, Dallas, Texas 75201, Assignor, for and in consideration of One Dollar ($1.00) the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto GREENBRIER OPERATING CO., Suite 1300, 211 North Ervay Building, Dallas, Texas 75201, Assignee, an undivided interest of 17.000%, being 100 per cent 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 assignee hereto, its respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 31st day of August, 1974.

W. G. Peavy

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 31st day of August, 1974, personally appeared W. G. PEAVY, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public in and for
Dallas County, Texas

My commission expires: June 1, 1975

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	RECORDED PAGE
200934 Janice R. Kuhn et vir et al T. 34 N., R. 113 W., 6th P.M. Sec. 1: Lots 3, 4, S½NW¼ Sec. 2: Lots 1, 2, S½NE¼	February 13, 1970	45	133
201044 Jewett Land & Livestock Company T. 33 N., R. 112 W., 6th P.M. Sec. 17: S½SW¼ Sec. 18: SE¼SE¼ Sec. 19: N½NE¼ Sec. 20: N½NW¼, SE¼NW¼, NE¼, NE¼SE¼ Sec. 21: W½NW¼, NW¼SW¼	February 11, 1971	46 O&G, Pg. 497	

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 March 19 75.

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 March, 1975, by A. P. Tiddens, President of DEPCO, Inc., a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:

Notary Public

147344

335

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
March 10 19 75, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK PAGE
0301046 Ronald W. Ball et ux T. 33 N., R. 112 W., 6th P.M. Sec. 19: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 20: Lots 2,3,4, SE¼NW¼, E½SW¼, E½	February 9, 1971	46 O&G, 499
0301047 Luella E. Nordlie T. 33 N., R. 112 W., 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2,3,4, SE¼NW¼, E½SW¼, SE¼	February 13, 1971	46 O&G, 501
0301048 Boyd Kelly et ux T. 35 N., R. 113 W., 6th P.M. Sec. 17: W½SW¼ Sec. 18: N½SE¼, SW¼SE¼ Sec. 19: Lots 2,3, SE¼NW¼, NE¼SW¼, NW¼NE¼, S½NE¼, W½SE¼ Sec. 20: W½NW¼	February 13, 1971	46 O&G, 487
0301049 C. K. Land and Livestock Company, Inc. T. 33 N., R. 112 W., 6th P.M. Sec. 20: S½S½ Sec. 21: SE¼NW¼, E½SW¼, SW¼SW¼, SE¼ Sec. 22: SW¼, SW¼SE¼ Sec. 27: N½NW¼ Sec. 28: N½N½ Sec. 29: N½N½	February 9, 1971	46 O&G, 503
0301051 Frank D. Ball, Jr. T. 33 N., R. 112 W., 6th P.M. Sec. 28: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 29: SE¼NE¼, E½SE¼ Sec. 32: E½NE¼, SW¼NE¼, S½NW¼, N½S½	February 10, 1971	46 O&G, 505
0301053 Bessie Houston T. 34 N., R. 113 W., 6th P.M. Sec. 5: Lots 3,4, SW¼NW¼ T. 35 N., R. 113 W., 6th P.M. Sec. 32: SE¼SW¼	February 18, 1971	46 O&G, 507

NORTHWEST PIPELINE CORPORATION

TO PETROLEUM, INC.

MEMORANDUM
DATED:
FILED:
RECORDED:

- -

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and PETROLEUM, INC., as Seller, made and entered into a certain Gas Purchase Contract dated February 13, 1975, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

147337

RECORDED March 21 1975 9:00 A.M.
IN BOOK 51 Oil & Gas PAGE 337
FEES $2.75 Kathleen S. Hardy COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Eileen S. Hardy

- -

This Memorandum shall not be deemed to enlarge, restrict, or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 13th day of February, 1975.

"NORTHWEST"

NORTHWEST PIPELINE CORPORATION

ATTEST: J. D. Buchanan

By L. D. Dunn

Date Executed March 10, 1975

"SELLER"

PETROLEUM, INC.

ATTEST:

Dorothy M. Enright
Asst Sec.

By John E. McLeod

Date Executed 2-14-75

EXHIBIT A

GAS PURCHASE CONTRACT

DATED FEBRUARY 13, 1975

between

NORTHWEST PIPELINE CORPORATION

and

PETROLEUM, INC.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
T28N, R114W	Sublette, Wyoming				
(W-42791)					
Sec 5: Lots 7,8,12					
Sec 21: N½NW¼, SE¼NW¼ NE¼SW¼		266.65	25.0%	66.66250	12/31/83
(W-311662)					
Sec 8: Lots 2-20		678.25	25.0%	169.56250	9/30/74
(W-311662)					
Sec 5: Lots 9,10,14,15,16, 17,18,19 (223.32)					
Sec 21: W½SW¼, SE¼SW¼		343.32	12.5%	42.91500	9/30/74
*(W-6317)					
Sec 5: Lot 11		40.00	12.5%	5.00000	6/30/77
*(W-320213)					
Sec 17: Lots 1,2,3,5-20 (693.05)					
Sec 20: Lots 1-20 (720.55)		1413.60	12.5%	176.70000	10/31/75
*(W-322610)					
Sec 17: Lot 4		40.13	12.5%	5.01625	3/31/76
T28N, R115W					
*(W-322610)					
Sec 12: NW¼		160.00	12.5%	20.00000	3/31/76
*(W-36055)					
Sec 12: SW¼		160.00	12.5%	20.00000	11/30/75
*(W-322083)					
Sec 1: Lots 5,6,7,8,S½ (452.80)					
Sec 12: E½ (320.00)					
Sec 13: E½ (320.00)		1092.80	12.5%	136.60000	1/31/76

Exxon has option to convert a portion of a royalty interest to a 12.5% WI at payout of well.

Petroleum, Inc., has potential to earn an additional 12.5% interest which will automatically become subject to this contract.

All acreage committed from Surface to a depth of 8010'.

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of _____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of March, 1975.

_____
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF KANSAS

COUNTY OF SEDGWICK

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John E. McLeland, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of PETROLEUM, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of February, 1975.

MARIANNE NOLE NOTARY PUBLIC SEDGWICK CO. KANS.

_____
Notary Public
Residing at

My Commission expires My Comm. Exp. Oct. 15, 1978

ROYALTY ASSIGNMENT

This assignment made and entered into this 11th day of March, 19 75, by and between JANICE D. ALLEN

1900 17th St., Denver, CO 80202

hereinafter referred to as Assignor, (whether one or more) and Equal shares of 1/4th of 1/2 of 1% to L. Shogrin, P.O. Box 5752 T.A., Denver, CO 80217; Jack V. Walker, P.O. Box 60, Anchorage, Alaska 99510; Joseph A. Riendl, 600 W. 11th, Anchorage, Alaska 99501; Peter T. Baloq, 3822 Lorraine Drive, Anchorage, Alaska 99503 hereinafter referred to as Assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations and the hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, convey, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, a overriding royalty equal to ONE HALF OF ONE PER CENT (1/2 of 1%)

of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of SUBLETTE, State of WYOMING, to-wit:

T. 29 N., R. 115W., 6th Prin. Mer.
Sec. 5: ALL
Sec. 6: Lots 1, 2, 3, 4, N½NE¼, E½W½, E½SE¼

T. 30 N., R. 115W., 6th Prin. Mer.
Sec. 30: Lots 1, 2, 3, 4, E½, E½W½
Sec. 31: Lots 1, 2, 3, 4, E½, E½W½

containing 2167.92 acres

March 31
5/8 Cert Copy
Sent Shogrin
Jack Walker
Joe Riendl
Peter A. Baloq

W-47374

under the terms of that certain oil and gas lease made and entered into by and between United States of America as lessor, and Janice D. Allen as lessee, dated July 1, 1974 and bearing Number N 45880 and any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Janice D. Allen
Janice D. Allen

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 11th day of March, 19 75, before me personally appeared JANICE D. ALLEN 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.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission expires:

My Commission Expires Dec. 17, 1977

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent(s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

WITNESS:

Assignee:

A. T. Day as to [illegible]

[illegible] as to Lee Tolp

[illegible] as to [illegible]

[illegible] as to [illegible]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-43219

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That J. J. Sullivan, P. O. Box 1358, Casper, Wyoming 82601

hereinafter (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, or recording hereby unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Ralph M. Frye	P. O. Box 526 Seneca, Missouri 64865	1.666%

assigning in all a total of an undivided 1.666% 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 33 North, Range 114 West, 6th PM
Section 15 - All

147392

April 1975 Oil & Gas 13-13
Sec 15 Lease Clerk
by Ellen K Kirby

containing 640.00 acres more or less.

WITNESS our hands this 13th day of March, 19 75.

Witnesses:

J. J. Sullivan

State of Wyoming)
) ss.
County of Natrona)

The foregoing instrument was acknowledged before me by J. J. Sullivan

this 13th day of March, 19 75.

Witness my hand and official seal.

My Commission Expires:

Notary Public

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 27 day of March, 19 75.

Ralph M. Frye
(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 526, Seneca, Missouri 64865
(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* — This form is only for assignment of record title interest in oil and gas leases. *Do not use for assignments* of operating rights (sublease), operating agreements, or royalty. An assignment of record title may only cover lands in one lease. If only a portion of a lease 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 original copies in appropriate land office. A $10 service fee must be filed for each assignment filed. Fees are payable within thirty (30) days after date of final approval.

3. *Effective date of assignment* — 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 instrument any overriding royalties or payments out of production created by assignment and not reserved. 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 definite portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes subject to the obligations of the Government as to the assigned interest and is responsible for complying with *all* terms and conditions, including timely payment of annual rental and maintenance of any required bond, except in the case of an assignment of undivided interest in royalties, and operating agreements.

6. A copy of the executed lease, part 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. Initials and before leaving blank, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

If assignee is an association or partnership, assignee must furnish a certified copy of articles of association or partnership, with a statement that the officer designated to hold oil and gas leases, (a) that the person executing the assignment is authorized to act on behalf of the corporation in such matters, and (b) that the corporation is not controlled by or on behalf of any one stockholder in excess of 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 the percentage of voting stock and percentage of any class of stock held by aliens or their agents or citizens 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 his stock holdings must be furnished.

If evidence of qualifications has previously been furnished as required by the regulations, reference may be made to the serial number of record in which it was filed with a statement as to any changes. Qualifications must be in full compliance with the regulations [illegible]

1. *Statement of interests* — Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit, where not already on file, a statement giving the names of all parties. If there are other parties interested in the assignment, a separate statement must be submitted by each giving the nature and extent of their interests, the nature of agreement between them, if any, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such interests. Separate statements and written agreements must be filed no later than fifteen (15) days after filing assignment.

Form 3106-5 (February 1971)

STATE OF .....
ss.
COUNTY OF .....

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ..... 19..., personally appeared .....

.....

and .....

.....

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

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

My Commission Expires .....

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway - Suite 1700, Denver, Colorado 80202, is the owner of the oil and gas leases and lands described in Exhibit "A" attached hereto and by this reference made a part hereof, said leases and lands being located in Sublette County, State of Wyoming.

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, C & K PETROLEUM, INC., hereinafter called "Assignor," does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee," an overriding royalty equal to 2½% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of those certain oil and gas leases listed in the attached Exhibit "A" insofar as same cover the oil and gas leasehold estate as to the land described therein.

Assignor, its successors and assigns, without further consent or approval of Assignee, shall have the right and power to pool or unitize any overriding royalty interest hereby assigned to the same extent and in the same manner as any Lessor's interest may be pooled into such units as it may be deemed advisable for the production and development of oil or gas.

In the event any lease hereto covers less than the full and undivided mineral interest in the lands described in such lease, then the overriding royalty herein conveyed as to such lease and lands shall be proportionately reduced.

Said overriding royalty shall bear its proportionate share of any ad valorem taxes or similar taxes imposed upon any oil, gas and mineral estate in the lands covered hereunder and shall bear its proportionate share of any taxes assessed on the oil and gas attributable to said overriding royalty or the value thereof, or for or on account of the production or sale thereof, including any so-called gross production or severance taxes.

Assignor does not warrant title to the overriding royalty interest herein conveyed nor does Assignor agree to maintain these leases by payment of rentals or otherwise. The said overriding royalty interest herein assigned shall also apply to any renewals of the oil and gas leases and lands described in the attached Exhibit "A". For this purpose, a renewal lease shall include any new oil and gas lease covering lands subject hereto which is acquired by Assignor within 90 days after the lapse or termination of such prior lease.

IN WITNESS WHEREOF, this instrument is executed this 24th day of February, 1975.

ATTEST:

C & K PETROLEUM, INC.

s/ Gerald Van Hook
Assistant Secretary
Gerald Van Hook

BY s/ W. C. Tillett
W. C. Tillett, Vice President

April 3 1975 9 A

147438

345

STATE OF COLORADO)
) ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of February, 1975 by W.C. TILLETT as Vice President, and GERALD VAN HOOK as Assistant Secretary of C & K Petroleum, Inc., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 24, 1977

Notary Public

STATE OF WYOMING
COUNTY OF SUBLETTE

EXHIBIT "A"

Attached to and made a part of
Assignment of Overriding Royalty
from C & K PETROLEUM, INC. to
DICK V. WELCH
dated February 24, 1975

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDS BOOK
W-310-1	Priscilla M. Bower	Stuart M. McKinley	10-28-74	Township 29 North - Range 112 West, 6th P.M. Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51
W-310-2	Priscilla M. Bower Guardianship of Kathleen Anne Miller, Patricia Mildred Miller & Matthew Daniel Miller	Stuart M. McKinley	10-28-74	Township 29 North - Range 112 West, 6th P.M. Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51
W-310-3	Robert Mickelson Miller	Stuart M. McKinley	10-28-74	Township 29 North - Range 112 West, 6th P.M. Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51

347

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
WYOMING STATE
~~UNITED STATES~~ OIL AND GAS LEASE 69-17984

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Sharon Ann Cummings and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Cynthia Gay Fleming and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Lori Beth Fleming 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
LOSA Royalty Co., A Partnership	Suite 288 - 1860 Lincoln Street Denver, Colorado 80203	1%

being in all a total of an undivided 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:

TOWNSHIP 34 North, RANGE 112 West, 6th P.M.
Section 36: All.

147439

April 3 1975 1:00 P
Filed and recorded
at request of Lynn G. Luke
County, Wyoming
By Ellen K Hall Dep

Containing 640.00 acres, more or less

Together with all rights of reassignment as contained in any previous assignments.

WITNESS our hands this 1st day of February, 1975.

A. W. Fleming, Trustee

Douglas J. Swanson, Trustee

Douglas J. Swanson, Trustee

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February, 1975, by A. W. Fleming, Trustee and Douglas J. Swanson, Trustee.
Witness my hand and official seal.

My Commission expires 8-14-78

No. 913A. - Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado 11-73

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. 1-35493

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, James O. Bragg, 321 Patterson Blvd., Dayton, Ohio 45402, by virtue of an agreement or assignment dated the 6th day of February, 19 82, between James A. Bragg and Southern Louisiana Corp., and recorded in the Office of the County Clerk of the County of Lincoln, State of Wyoming, is the owner of an overriding royalty of 2.72 per cent (2.72%) 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 Lincoln, State of Wyoming, to wit:

Township 27 North, Range 118 West, 6th P.M.
Section 27: S½
Containing 320 acres

1474

[illegible]
349

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. 1-35493

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other goods and valuable considerations in hand paid by James A. Bragg, Jr. of 321 Patterson Blvd., Dayton, Ohio 45402, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by James A. Bragg, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee all (100%) of the aforementioned overriding royalty, and being 2.72 per cent (2.72%) 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 6th day of April, 19 82.

WITNESS:

James A. Bragg

ACKNOWLEDGMENTS

STATE OF COLORADO,
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 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

Form 3109-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W- 3353

LAND OFFICE WYOMING

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. CITIES SERVICE OIL COMPANY
BOX 300
TULSA, OKLAHOMA 74102

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) August 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below, without warranty of title, either express or implied.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 30 North, Range 112 West, 6th P.M.
Section 20: NE¼, S½NW¼, NE¼SW¼, W½SW¼

Containing 240.00 acres, more or less

Sublette County, Wyoming.

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 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 such 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.

THIS FORM REPRODUCED BY CITIES SERVICE OIL COMPANY, BOX 300, TULSA, OKLAHOMA 74102.

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 7 day of NOV, 1974, 19

(Assignor's Signature)

P. O. Box 788
(Assignor's Address)

A. G. ANDRIKOPOULOS, A single man

(Social Security No: 520-30-2123)

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

147-126

Assignment approved as to the lands described below:

Assignment approved effective: _____

By: _____
(Authorized Officer)

_____
(Title)

_____
(Date)

351

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)

(Address, include zip code)

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

STATE OF Wyoming }
COUNTY OF Laramie } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of November, 1974, 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.

My Commission Expires July 15, 1975

Notary Public

date of filing of the required papers.

4. *Outstanding royalties or payments out of production* — Describe in an accompanying statement any outstanding royalties or payments out of production, in addition to the usual royalty reserved to lessor, which will be created by the proposed assignment.

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.

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 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.

4772

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 7th day of November, 1974, 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.

My Commission Expires July 15, 1975

Notary Public

Laramie County, Wyoming
My Commission Expires July 15, 1975

252 H

-: A S S I G N M E N T :-

This Assignment, made and entered into this 31st day of March, 1975, by and between EDNA M. NEWLON, of 1986 Roberta Street, Salt Lake City, Utah, hereinafter called the Assignor, and WILLIAM DAVID NEWLON, also of 1986 Roberta Street, Salt Lake City, Utah, hereinafter referred to as the Assignee,

W I T N E S S E T H

That for and in consideration of the sum of $1.00, and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed, the Assignor does hereby assign, transfer and set over unto the Assignee, his heirs or assigns, all her right, title, and interest, in full, in and to that certain over-riding royalty of 2.395834% of the value of production, together with all right, title or interest, in full, under the following described lands in said royalties, heretofore owned by said Assignor:

> The East ½ of the Southeast ¼ of Section 28, and
> the Northeast ¼ of the Northeast ¼ of Section 33,
> in Township 27 North, Range 113 West, in Sublette
> County, State of Wyoming. (Federal Evanston - 022405 Lease)

The Assignor does hereby expressly reserve and retain a Life Estate Interest in the royalty and property and the income therefrom.

The royalty interest hereby assigned, conveyed, transferred and set over shall be reserved by and recognized in any Operating Agreement, Lease or other documents with reference to said lands.

IN WITNESS WHEREOF, the said EDNA M. NEWLON has executed this instrument as of the 31st day of March, 1975.

Edna M. Newlon

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 31st day of March, 1975, before me personally appeared EDNA M. NEWLON, 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.

NOTARY PUBLIC
Residing at: Salt Lake City, Utah.
My Commission Expires July 12, 1976.

147488

RECORDED [illegible] 1975 AT 11:30 A.M.
IN BOOK 5 OF [illegible] AT PAGE 353
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [illegible] Deputy

1142

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That ROBERT M. HARROWER aka BOB HARROWER, of Pinedale, Sublette County, and State of Wyoming, as Grantor, in consideration of the sum of TEN THOUSAND DOLLARS ($10,000.00) in hand paid, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto MARY G. HARROWER, her heirs and assigns, all right, title and interest in and to those certain oil and gas leases insofar as they cover the following described lands, to-wit:

TRACT 1. SUBLETTE COUNTY, WYOMING

Belco Petroleum Corporation - B and H lease insofar as said lease covers the following lands:

Township 27 North, Range 114 West, 6th P. M.
Section 1: Lots 1, 2, 3 and S½NE¼, and SE¼NW¼.

TRACT 2. SCOTTSBLUFF COUNTY, NEBRASKA

Stuarco Oil Company, Inc. - Young lease N-368-A insofar as said lease covers the following lands:

Township 21 North, Range 55 West, P. M.
Section 28: NE¼NW¼

TO HAVE AND TO HOLD the same forever, subject, nevertheless, to the conditions of said leases.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal this 13th day of March, 1975.

X (His Mark)
Robert M. Harrower

Witnesses to Robert M. Harrower's Mark
***Raymond Harrower
Robert A. Thomas

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert M. Harrower this 13th day of March, 1975.

Witness my hand and official seal.

Donna E Sievers
Notary Public

My Commission Expires: 4/23/78

State of Nebraska, Scotts Bluff County ss.
Entered in Numerical Index and filed for record the 26. day of March, 1975 at 10:36 o'clock A.M., and recorded in Book 88 of Miscellaneous on page 395

Mary Jo Tolle
Register of Deeds

By ..... Deputy

Bd 325
Robert Sievers
Box 130
Pinedale, Wyo

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-22274

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Sharon Ann Cummings and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Cynthia Gay Fleming and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Lori Beth Fleming 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
LOSA Royalty Co., A Partnership	Suite 288 - 1860 Lincoln Street Denver, Colorado 80203	2%

being in all a total of an undivided Two Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following descirbed 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 110 West, 6th P.M.
Section 21: Lots 3, 4, 5, 6, 8, W½SE¼, NE¼SW¼, S½NW¼, NW¼NW¼;
Section 28: NW¼NE¼.

147539

RECORDED April 11 1975 4:00 P.M.
IN BOOK 51 Oil and Gas PAGE 355
FEES $2.00 Lois J. Yake COUNTY CLERK
SUBLETTE CO. PINEDALE, WYOMING
by Ellen L. Kirby

Containing 383.92 acres, more or less.

Together with all rights of reassignment as contained in any previous assignments.

WITNESS our hands this 1st day of February, 1975.

A. W. Fleming, Trustee

Douglas J. Swanson, Trustee

Douglas J. Swanson, Trustee

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February, 1975, by A. W. Fleming, Trustee and Douglas J. Swanson, Trustee.
Witness my hand and official seal.

My Commission expires 3-14-78

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-22751 & W-22751-A

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming, Trustee Under Trust Agreement Dated 5/1/70 For the Benefit of Sharon Ann Cummings and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Cynthia Gay Fleming and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Lori Beth Fleming 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
LOSA Royalty Co., A Partnership	Suite 288 - 1860 Lincoln Street Denver, Colorado 80203	2%

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

~~TOWNSHIP XXXXXXXXXXXXXXX, RANGE XXXXXXXXXXXXXXX, XXXXXXXXXXXXXXX~~

W-22751
Township 27 North, Range 107 West, 6th P.M.
Section 31: All;
Section 35: All.

Containing 1266.40 acres

W-22751-A
Township 27 North, Range 107 West, 6th P.M.
Section 29: All;
Section 33: All.

Containing 1280.00 acres

147540

RECORDED April 11 19 75 4:00 P.M.
IN BOOK 51 Misc. Rec. PAGE 356
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Riley

Containing 2,546.40 acres, more or less.

Together with all rights of reassignment as contained in any previous assignments.

WITNESS our hands this 1st day of February, 1975.

A. W. Fleming, Trustee

Douglas J. Swanson, Trustee

Douglas J. Swanson, Trustee

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February, 1975, by A. W. Fleming, Trustee and Douglas J. Swanson, Trustee.
Witness my hand and official seal.

My Commission expires 8-14-78

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-22990

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Sharon Ann Cummings and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Cynthia Gay Fleming and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Lori Beth Fleming 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
LOSA Royalty Co., A Partnership	Suite 288 - 1860 Lincoln Street Denver, Colorado 80203	2%

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

TOWNSHIP 27 North, RANGE 104 West, 6th P.M.
Section 21: S½NW¼;
Section 22: NE¼NW¼;
Section 26: S½N½;
Section 29: All.

147541

RECORDED April 11 1975 4:00 P.
IN BOOK 51 Oil & Gas PAGE 357.
FEES $2.00 Lois J. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Reilly

Containing 920.00 acres, more or less.

Together with all rights of reassignment as contained in any previous assignments.

WITNESS our hands this 1st day of February, 1975.

A. W. Fleming, Trustee

Douglas J. Swanson, Trustee

Douglas J. Swanson, Trustee

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February, 1975, by A. W. Fleming, Trustee and Douglas J. Swanson, Trustee.
Witness my hand and official seal.

My Commission expires 8-14-78

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-30003

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Sharon Ann Cummings and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Cynthia Gay Fleming and Douglas J. Swanson, Trustee Under Trust Agreement Dated 5/1/70 for the Benefit of Lori Beth Fleming 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
LOSA Royalty Co., A Partnership	Suite 288 - 1860 Lincoln Street Denver, Colorado 80203	2%

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

TOWNSHIP 37 North, RANGE 112 West, 6th P.M.
Section 9: S½;
Section 10: All.

147542

RECORDED April 11 1975 4:00 P.
IN BOOK 31 Oil and Gas 358
FEES $2.00 Doris J. Yake
SUBLETTE COUNTY, PINEDALE, WYO.
By Ellen L. Hurley

Containing 960.00 acres, more or less.

Together with all rights of reassignment as contained in any previous assignments.

WITNESS our hands this 1st day of February, 1975.

A. W. Fleming, Trustee

Douglas J. Swanson, Trustee

Douglas J. Swanson, Trustee

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February, 1975, by A. W. Fleming, Trustee and Douglas J. Swanson, Trustee.
Witness my hand and official seal.

My Commission expires 8-14-78

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That INEXCO OIL COMPANY/does hereby Successor to International Nuclear Corporatio release, relinquish and surrender to the lessor(s), his helrs, assigns and legal representatives, all its right, title and interest, in and to a certain oil and gas lease, made and entered into by and between W. L. Bain of Daniel, Wyoming as lessor(s) and _____ as lessee, dated the 3rd day of April, 1969, covering the following described land to-wit:

Township 35 North, Range 112 West
Sec. 7: SE/4 NE/4
Sec. 8: SW/4 NE/4, N/2 S/2, SE/4 SE/4
Sec. 9: W/2 SW/4, SE/4 SW/4

147655

RECORDED April 21 75 9:00 A
IN BOOK 51 Oil and Gas 560
FEES $ 3.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen K. Kelly

and containing 400.00, 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 512

WITNESS the following signatures of the present owners, this 2nd day of April, 1975.

ATTEST:

INEXCO OIL COMPANY, Successor to INTERNATIONAL NUCLEAR CORPORATION

Robert E. Gill, Jr., Ass't Sec'y

By: William G. Goodwin
William G. Goodwin, Vice-President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

ACKNOWLEDGEMENT FOR CORPORATION

On this 2nd day of April, 1975, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared William G. Goodwin, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and 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:

6/1/75

360

Notary Public

[redacted] [redacted] [redacted]21699-001
JHO/mjm

RENTAL DIVISION ORDER

STATE OF WYOMING

COUNTY ~~OF~~ OF SUBLETTE

WHEREAS, under date of June 8th, 19 72, Elton Cooley and Almira Cooley, husband and wife, as Lessor, executed and delivered to Humble Oil & Refining Company, as Lessee, an Oil, Gas and Mineral Lease recorded in Volume 48, Page 371 of the Oil and Gas Records of Sublette, County, 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

612.98 acres being Lots 3,4, S/2 NW/4, part of N/2 SW/4, part of E/2 SE/4 SW/4 Section 3, part of NW/4 Section 10, Township 33 North, Range 109 West, and part of NW/4, part of SW/4 SW/4 NE/4, N/2 S/2, part of SE/4 SW/4 Section 33, part of W/2 SW/4 Section 34, Township 34 North, Range 109 West

NOW, THEREFORE, in consideration of advantages to us hereunder, the undersigned hereby authorizes payment of delay rental which has heretofore accrued or which may be paid hereafter in accordance with said lease in the manner and in the amounts set out below. Payment so made shall maintain said lease as to the respective interests of the undersigned, it being understood that each of the undersigned certifies only to the amount set opposite his name and not to any other interest.

CREDIT TO	ADDRESS	AMOUNT	DEPOSITORY
Elton Cooley and Almira Cooley	P. O. Box 157 Pinedale, Wyoming 82941	$574.47	The First National Bank Pinedale, Wyoming 82941
School District No. 1 Sublette County	Pinedale, Wyoming	$ 25.53	Direct

147715

RECORDED April 28 1975 9:00 A.
IN BOOK 51 Oil & Gas PAGE 362
FEES $5.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Neely

It is agreed that the owner of the lease may, at its option, deposit delay rental in the depository designated in the lease either (1) in accordance with the above division of rental or (2) jointly to all of the parties credited with delay rental herein, and the depository designated above may be used for additional rentals and other payments under the lease, except royalties, but including shut-in royalties. It is agreed also that if the lease covers less interest in the minerals than the whole and entire fee, the rentals to be paid may be reduced proportionately.

This agreement shall not affect any terms of the lease except to the extent necessary to give effect to the provisions hereof.

This agreement shall be binding upon and effective as to each of the undersigned, his heirs, executors, administrators, successors and assigns, regardless of whether all parties named above have executed same. And in further consideration of advantages to us hereunder, we adopt, ratify and confirm said lease and hereby lease and let said land to Exxon Corporation, subject to and in accordance with all the terms and provisions of said lease and of this Rental Division Order.

WITNESS our hands and seals this 24th day of February, 19 75.

WITNESSES:

Elton Cooley

Almira Cooley

362

This instrument must be acknowledged before a Notary Public - See Reverse Side

STATE OF WYOMING
COUNTY OF Sublette } SS.

263

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT (INDIVIDUAL)

On this 24th day of February, 1975, before me personally appeared Elton Cooley and Almira Cooley

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ~~he/she/they~~ they) executed the same as ~~his/her/their~~ their) free act and deed.

Given under my hand and seal the day and year last above written.

Donna E. Sivers
Notary Public

My commission expires: 4/22/78

Donna E. Sivers Notary Public
County Of Sublette
State Of Wyoming
My Comission Expires April 22, 1978

Exxon Corporation
Attn: Betty J. Lewis
P. O. Box 2305
Houston, Texas 77001

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 Voyager Petroleums, Inc., 540 - 5th Ave.,SW, Calgary 1, Alberta,Canada for a good and valid consideration do hereby release, relinquish quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between William Bloom and Magdaline Bloom, husband and wife, as lessors and Voyager Petroleums, Inc., as lessee, dated the 17th day of September, 1969, insofar as same covers the following described land, to-wit:

Township 36 North, Range 110 West, 6th P.M.
Sec. 5: Lots 2, 3, 4, SW/4NE/4, NW/4SE/4, SW/4
Sec. 6: SE/4NE/4, E/2SE/4
Sec. 18: Lots 3 & 4, E/2SW/4
Township 37 North, Range 110 West, 6th P.M.
Sec. 35: S/2NE/4, N/2SE/4, SW/4SE/4

containing 786.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 44 O&G Page 162.

EXECUTED THIS 26th day of March, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E. H. Winsor
Manager of Mineral Leases

Attest:

J. F. Taylor
Secretary

VOYAGER PETROLEUMS, INC.

BY Charles A. Church
Charles A. Church, Executive Vice-President

Attest:

Asst. Secretary

STATE OF CALIFORNIA }
City and County of SAN FRANCISCO } ss.

On this 1st day of April, in the year 1975, 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 of Pacific Transmission Supply Company, 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 in and for the City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

147717

RECORDED April 28 1975 9:00 A.M.
IN BOOK 51 Oil & Gas PAGE 364
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Ellen R. Hurley

364

A C K N O W L E D G M E N T

(For Use by Corporation)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 8th day of April, 1975, before me personally appeared Charles A. Church to me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President of Voyager Petroleums, 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 Charles A. Church acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of April, 1975.

Cecelia A. Thomas
Notary Public

My Commission Expires:

June 8, 1976

[redacted] RELEASE OF [redacted] AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT Pacific Transmission Supply Company, 245 Market Street, San Francisco, California 94105, and Voyager Petroleums, Inc., 540 - 5th Ave.,SW, Calgary 1, Alberta, Canada for a good and valid consideration do hereby release, relinquish quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Thomas L. Kitchen, a single man, as lessor and Voyager Petroleums, Inc., as lessee, dated the 17th day of September, 1969, insofar as same covers the following described land, to-wit:

Township 36 North, Range 110 West, 6th P.M.
Sec. 5: Lots 2, 3, 4, SW/4NE/4, NW/4SE/4, SW/4
Sec. 6: SE/4NE/4, E/2SE/4
Sec. 18: Lots 3 & 4, E/2SW/4
Township 37 North, Range 110 West, 6th P.M.
Sec. 35: S/2NE/4, N/2SE/4, SW/4SE/4

containing 786.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 44 O&G Page 160.

EXECUTED THIS 26th day of March, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E. H. Winsor
Manager of Mineral Leases

Attest:

J. F. Taylor
Secretary

VOYAGER PETROLEUMS, INC.

BY Charles A. Church
Charles A. Church, Executive Vice-President

Attest:

Asst. Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 1st day of April, in the year 1975, 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 of Pacific Transmission Supply Company, 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 in and for the City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

147718

RECORDED April 28 1975 2:00 P.M.
IN BOOK 51 Oil & Gas PAGE 366
FEES $3.00 Joint Y [illegible]
SUBLETTE COUNTY, [illegible]
by Eileen L. Reedy

366

A C K N O W L E D G M E N T

(For Use by Corporation)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 8th day of April, 1975, before me personally appeared Charles A. Church to me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President of Voyager Petroleums, 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 Charles A. Church acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of April, 1975.

Cecilia A. Weaver
Notary Public

My Commission Expires:

June 8, 1976

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 Voyager Petroleums, Inc., 540 - 5th Ave., SW, Calgary 1, Alberta, Canada for a good and valid consideration do hereby release, relinquish, quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Lester Pape and Mary H. Pape, husband and wife, as lessors and Voyager Petroleums, Inc., as lessee, dated the 17th day of September, 1969, insofar as same covers the following described land, to-wit:

Township 36 North, Range 111 West, 6th P.M.
Sec. 2: Lots 3,4,S/2NW/4, SW/4NE/4, NE/4SW/4
Sec. 3: Lot 1, SE/4NE/4

containing 302.94 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 44 O&G Page 164.

EXECUTED THIS 26th day of March, 1975.

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:

J F Taylor
Secretary

VOYAGER PETROLEUMS, INC.

BY Charles A. Church
Charles A. Church, Executive Vice-President

Attest:

Asst. Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 1st day of April, in the year 1975, 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 of Pacific Transmission Supply Company,

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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

147719

368

by Ellen S. Wiley
RECORDED April 28, 1975 9:00 A.M.
IN BOOK 51 Oil & Gas PAGE 368
FEES $3.00 Lou J. Yale
SUBLETTE COUNTY, PINEDALE, WYOMING

A C K N O W L E D G M E N T

(For Use by Corporation)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 8th day of April, 1975, before me personally appeared Charles A. Church to me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President of Voyager Petroleums, 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 Charles A. Church acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of April, 1975.

Notary Public

My Commission Expires:

June 5, 1976

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 Voyager Petroleums, Inc., 540 - 5th Ave., SW, Calgary 1, Alberta, Canada for a good and valid consideration do hereby release, relinquish, quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Rex Wardell and Zelma Wardell, husband and wife, as lessors and Voyager Petroleums, Inc., as lessee, dated the 8th day of December, 1969, insofar as same covers the following described land, to-wit:

Township 36 North, Range 110 West, 6th P.M.
Sec. 30: SW/4NE/4, W/2SE/4
Sec. 31: NW/4NE/4

containing 160.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 44 O&G Page 581.

EXECUTED THIS 26th day of March, 19 75.

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:

Secretary

VOYAGER PETROLEUMS, INC.

BY Charles A. Church
Charles A. Church, Executive Vice-President

Attest:

Asst. Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 1st day of April, in the year 1975, 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 of Pacific Transmission Supply Company, 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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

147720

RECORDED April 28 1975 9 o'clock A.M.
IN BOOK 51 Oil & Gas PAGE 370
FEES $3.00 Lois S. Yoho COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

370

A C K N O W L E D G M E N T

(For Use by Corporation)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On this 8th day of April, 1975, before me personally appeared Charles A. Church to me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President of Voyager Petroleums, 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 Charles A. Church acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of April, 1975.

Notary Public

My Commission Expires:

June 1 1976

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)

Name Mary E. Gillespie
Street 461 Dowell Building
City 1579 East 21st Street
State Tulsa, OK 74114
Zip Code

W 49636
(Serial Number)

[illegible] lease is subject to the determination of the Geological Survey as to whether or not the lands were on a known geologic structure of a producing oil or gas field as of the date of issuance of this lease, as determined 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. 114 W., 6th Prin. Mer.
Section 22: All
Section 23: W½
Section 27: N½

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	1280.00	acres	Annual Rental . . . . . $ 640.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1975

THE UNITED STATES OF AMERICA

By Edward W. Gant
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

147831

March 11, 1975
(Date)

RECORDED Thurs 5 19 75 1:15 P M
IN BOOK 5 Misc Rec PAGE 372
FEES $ 5.00 Doris Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Daily

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

372

FOR CLAIMANT

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 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 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 [illegible]

(5) [illegible] Unless otherwise directed by the Secretary [illegible] rentals, royalty or other payments to the [illegible] of the Bureau of Land Management at the [illegible] 43 CFR 3103.2. If there [illegible] the leased [illegible] capable of producing [illegible] gas [illegible] gas, [illegible] from the date [illegible] on the [illegible] will [illegible] payment fails [illegible] to receive payments, [illegible] shall be deemed [illegible] the next official working day.

(e) [illegible].—To furnish the [illegible] Survey [illegible] gasoline, and other products of the leased land; [illegible] [illegible]

[illegible]

[redacted] [illegible]

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 or 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 canceled, 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) *Conditions of [illegible].*—[illegible] the United States [illegible] comply with all the [illegible] requirements and regulations thereunder [illegible] the lands embraced herein have been or shall hereafter be used [illegible] under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions [illegible] may hereafter be provided by the laws reserving such deposits.

(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 [illegible] and timber growth thereon or on [illegible] the [illegible] using air [illegible] United States [illegible] fossils, [illegible] cancellation or expiration of [illegible] when required and [redacted] lessor to fill any pits, ditches and other excavations, 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 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 zone 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, the 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 or 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 development and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency 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 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 provisions hereof (except that of payment of annual rental which will result 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, as amended, 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 [illegible], 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 [redacted]ble.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

Geological Survey
P. O. Box [illegible]
Casper, WY [illegible]

Management Agency *(name)*	Address *(include zip code)*

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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 (August 1973)

GPO 949-258

W 49636

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.

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 percent, without written permission from the District Manager, BLM.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
[illegible]

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

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1975, 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 114 West
Section 22: All
Section 23: W/2
Section 27: N/2

Containing 1,280.00 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)* 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 2nd day of April, 19 75

Mary E. D. Gillespie
(Assignor's Signature)
MARY E. GILLESPIE

461 Dowell Bldg., 1579 E. 21st Street
(Assignor's Address)

Tulsa, Oklahoma
(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.

147832

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

RECORDED [illegible] 19 [illegible] M
IN BOOK [illegible] PAGE [illegible]
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen L. Neely

Assignment approved effective MAY 1 1975

By [illegible]
(Authorized Officer)

[illegible]
(Title)

APR 3 1975
(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

276

REASSIGNMENT RIDER

Attached to and made a part of assignment dated 2nd day of April, 19 75.

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 Mary F. Gillespie, 411 Dowell Building, 1579 E. 21st Street, Tulsa, Oklahoma 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 Mary E. Gillespie

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

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.

(Assignee's Signature)

This form reproduced by
Amoco Production Company
Denver, Colorado

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3110-2
(September 1973)
(formerly 3120-19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
APR 14 1975
NO.
RECORDS

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: Louise A. Shaffer
Street: 129 W. Jefferson Road
City: Cheyenne
State: WY
Zip Code: 82001

W 49633
(Serial Number)

This lease is subject to the dete... Geological Survey as to whether the ... so were on a known geologic ... oil or gas field as of the date ... 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. 114 W., 6th Prin. Mer.
Section 3: Lots 1, 2, 3, 4, S½N½, SW¼
Section 4: Lots 1, 2, 3, SE¼NW¼

U.S. Geological Survey reports that ... lease were not within a known ... Structure on date of lease issuance.

Containing a total of 523.06 acres	Annual Rental . . . . . $ 262.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1975

THE UNITED STATES OF AMERICA

By: [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

March 11, 1975
(Date)

147833

RECORDED March 5 19 75 1:45 PM
IN BOOK 51 Oil & Gas PAGE 379
FEES $ 5.00 Doris J. Yaki COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L Ring

[redacted] [redacted] [redacted] CLAIMANT

LEA[redacted]ERMS

SEC. 1. [illegible]—The lessee [illegible] granted the [illegible] right [illegible] for [illegible] extract [illegible] remove, [illegible] dispose [illegible] and gas deposits [illegible] in the lands [illegible] together with the right to construct and [illegible] with [illegible] such [illegible] other [illegible] necessary [illegible] for the enjoyment thereof [illegible] years, and so long thereafter as [illegible] in paying quantities, subject to any unit agreement [illegible] approved by the Secretary of the Interior, [illegible] agreement to govern the lands [illegible] inconsistent with the terms of this lease.

SEC. 2. The lessee agrees:

[illegible] any bond required by this lease and the several [illegible] and until such bond is filed not to water [illegible]. (1) To maintain any bond furnished [illegible] as a condition for the issuance of this lease. (2) [illegible] a sum of the amount of $2 per acre [illegible] than $1,000 nor more than $[illegible], [illegible] of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) [illegible] any [illegible] of drilling operations and maintain [illegible] required by the lessor a bond in [illegible] with approved corporate surety, or [illegible] as surety therefor, conditioned [illegible] compliance with the terms of this lease, unless a bond in [illegible] maintained or unless such a bond [illegible]. (5) [illegible] to furnish and maintain a bond in [illegible] those cases in which [illegible] required [illegible] for the protection of the owners of surface [illegible] of the bonds described herein, the lessee may [illegible] the regulations may permit.

[illegible]—Within 30 days of demand, [illegible] lease [illegible] to an approved unit or cooperative plan [illegible] terminated prior to the expiration [illegible] lease [illegible] demand made thereafter, to subscribe to and [illegible] 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 [illegible], which plan shall adequately protect the rights of all parties in interest including the United States.

(c) *Wells.*—[illegible] drill and produce all wells necessary to protect the leased [illegible] from drainage by wells on lands not the property of the [illegible] or lands of the United States leased at a lower royalty [illegible] to which the royalties and rentals are paid into different [illegible] than are those of this lease; or in lieu of any part of [illegible] production, with the consent of the Director of [illegible] 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 [illegible] to drill and produce other wells in conformity with any [illegible] spacing or production allotments affecting the [illegible] 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 [illegible] of production removed or sold from the leased lands [illegible]:

Rentals.—To pay the lessor in advance an annual rental at the following [illegible]:

(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) [illegible] 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) *Payment.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the place mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the 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, investment, 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, and a record of 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 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 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) *Delivery of 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 designee 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

Geological Survey
P. O. Box 2859
Casper, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 (August 1973)

GPO 849·238

W 49633

No occupancy or other surface disturbance will be allowed within 1/ 4 mile of Lander Cutoff Trail. This distance may be reduced when specifically approved in writing by the District Manager, BLM.

In order to minimize watershed damage and 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 District Manager, BLM.

The Lander Cutoff Trail will not be used as an access road for activities on this lease.

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 percent, without written permission from the District Manager, BLM.

Form 3106-5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-49633

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Amoco Production Company
Security Life Building
Denver, Colorado 80202

1.

147834

RECORDED May 5 19 75 10:22 AM
IN BOOK 51 Oil and Gas PAGE 383
FEES 4.00 Lola J. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Ellen F. Kirby

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1975, 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 114 West, 6th P.M., Sublette County, Wyoming

Section 3: Lots 1, 2,3, 4, S½N½, SW¼
Section 4: Lots 1, 2,3, SE¼NW¼

Containing 523.06 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.)* Four and one-half percent(4½%)of 8/8ths overriding royalty
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* One-half of one percent (½ of 1%) of 8/8ths overriding royalty

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 April 1975

Winona W. Nunn
(Assignor's Signature)

900 South Greeley Highway
(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:

[redacted] ITEM 2

Assignment approved effective MAY 1 1975

By [redacted]
(Authorized Officer)

[redacted] APR [redacted]
(Title) (Date)

NOTE: This fo[redacted]e reproduced provided that copies are ex[redacted]oductions on one sheet of both sides of [redacted]cial form)

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming }
County of Laramie } ss.

On this 7th day of April A. D. 1975, 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.

Witness my hand and seal this 7th day of April, A. D. 1975.

(SEAL)

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Notary Public

My Commission expires

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.

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)

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 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)

Victor Pitner
c/o P. O. Box 10010
Cheyenne, WY 82001

Zip Code

W 49637
(Serial Number)

This lease is subject to the dissemination of the U.S. Geological Survey as to whether or not the lands described were on a known geologic structure of a known oil or gas field as of the date of signature of 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. 114 W., 6th Prin. Mer.
Section 27: S½

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	320.00	acres	Annual Rental . . . . . $ 160.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1975

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

147835

RECORDED May 5 1975 1:15 P.M.
IN BOOK 51 Misc. Rec. PAGE 381
FEES $ 5.00 Lorin G. Drake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Riley

March 11, 1975
(Date)

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

FOR CLAIMANT

137386

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 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 lands 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 (b) 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 committed, 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) above.

Royalty on production.—(a) 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 in effect at date of first delivery.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on oil, gas, natural gasoline, and other products obtained therefrom, 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) Royalty on oil, gas, and other products shall be due and payable in the monthly installments on the last day of the calendar month next following the calendar month in which produced. When paid in value, royalty on production from the leased lands shall be determined by the methods prescribed by the Secretary of the Interior or his delegate, or, if not prescribed, such royalty on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such forms as 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 for more than 1 month after the calendar month in which produced nor be responsible 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 royalty 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.

(5) Except as otherwise provided by the Secretary of the Interior, to make all royalty or other payments to the lessor to which he is entitled under the regulations. Land Management or the proper officer designated in the regulations (43 CFR 3103.2). If there is a dispute as to the amount to be paid or the right of the lessee to any refund, the lessee will be required to pay the rental on or before the anniversary date of the lease and royalty at the rate fixed by the lessor, and any payment made by the lessee which is in excess of the amount finally determined to be due shall be refunded only for the 6 months next preceding the date on which the lessee makes demand therefor in writing.

(6) Unless otherwise provided by the Secretary of the Interior, to report each month to the Oil and Gas Supervisor of the Geological Survey, or his authorized representative, the amount of production, the quality and gravity of oil, the number of barrels produced, the amount of gas, natural gasoline, and other products obtained therefrom, the number of barrels of oil in storage at the end of the calendar month, the number of barrels sold, the amount of royalty due thereon, and such other information as the Secretary of the Interior may require for the proper administration of this lease and the Oil and Gas Operating Regulations. If the lessee fails to make a report when due, the Secretary of the Interior may estimate the production and royalty for the purpose of computing the charge for late payment prescribed by the Oil and Gas Operating Regulations in effect at the date the report is due. The lessee will be required to pay the charge for late payment on royalty determined by the lessor to be due for any period for which the lessee fails to make a report, but the lessee will not be required to pay the charge for late payment on any additional royalty found to be due as the result of a redetermination unless the lessee requests or participates in the redetermination. Payment of royalties, rentals, investments, expenditures, or any other payments required by this lease, including, but not limited to, gas waste, taking royalty in kind, royalties due as the result of a redetermination, compliance with the Oil and Gas Operating Regulations, and other matters, shall be made to the proper office of the Geological Survey, or to such other officer as the Secretary of the Interior may direct, in lawful money of the United States or by check or draft, unless otherwise provided by regulations or instructions. If payment is made by check or draft, the lessee will be required to pay the charge for late payment only if the check or draft is not honored on the first presentation. Payments will be credited on the date received by the proper office or officer, but will not relieve the lessee of liability for any deficiency subsequently disclosed by audit or otherwise, nor will they preclude the commencement or prosecution of any action by the lessor for the recovery of any deficiency or for damages.

(7) To pay interest at the rate of 6 percent per annum, compounded annually, on all royalties due and payable under the terms of this lease, computed from the last day of the month following the month in which the royalties should have been paid to the date of payment. Interest will not be charged on royalties paid in time but found upon audit or otherwise to be due in excess of the amount paid. Interest will not be charged on excess royalties paid by the lessee unless demand therefor is made by the lessee.

(8) To pay royalty at the same rate upon all oil or gas produced and saved from the leased lands and unavoidably lost.

(9) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used in operations thereon for the benefit of the leasehold, except such as may be used for the development or production of the well or mine from which it was produced, without royalty, as may be provided in the regulations.

(10) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used in operations for the benefit of adjacent land, if such land is owned by the lessee or if the right to use oil or gas therefor is granted in consideration of benefits to the leased land or to the owner thereof, and no royalty is payable on oil or gas used in operations on other Federal leases for the benefit of the leased land.

(11) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used for the manufacture of coke or other products.

(12) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used off the premises or in the manufacture of products therefrom, unless otherwise agreed to by the lessee and lessor before such use begins.

(13) To pay royalty at the same rate upon all oil or gas produced from the leased lands and unavoidably lost after it has been run through the meter or into the storage tanks to which the lessee may be entitled hereunder.

(14) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used in the manufacture of gasoline or any other product possessing a greater commercial value than crude oil, unless otherwise agreed to by the lessee and lessor before such use begins.

(15) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used for the repressuring or stimulation of production from the leased lands or any other lands with which the leased lands are communitized, unless otherwise agreed to by the lessee and lessor before such use begins.

(16) To pay royalty at the same rate upon all oil or gas produced from the leased lands and used for the production of steam for the generation of power.

(e) *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*, 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) *Use of powers of sale 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 oil or gas at reasonable rates and without discrimination.*—That the lessee, or operator, or owner of a controlling interest in the pipeline or in 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) *Lessee's compliance with all applicable laws and regulations.*—That he will comply with all statutory requirements and regulations thereunder, as the same existed when this lease was executed or as they may be amended or supplemented hereafter, or which are thereafter enacted or promulgated, unless such amendments, supplements, enactments or promulgations would work an undue hardship on the lessee in complying with the lease terms, and that he will not commit or permit any waste of the land or of the deposits or improvements thereon or appurtenant thereto, including but not limited to the cutting of timber for purposes other than those specified herein, or the destruction or removal of property of the United States or of other parties on the premises, or the pollution of the waters thereof or of the atmosphere, except as may be authorized by the terms of this lease or by the applicable laws and regulations.

(p) *Lessee's liability for damages.*—That he will hold and save the lessor free and harmless from any and all liability for damages to the lands and deposits hereby leased and to the improvements, persons, or property thereon, arising out of or in connection with the lessee's use and occupation of said lands under this lease; that prior to the surrender of this lease or the expiration of the period of occupancy granted for the removal of property, he will make all proper restorations required by the lessor, including the removal of all structures, the capping of all wells, the removal of all debris, and the leveling of all derricks, mounds, and excavations, as may be directed by the lessor; that he will indemnify the lessor against any and all liability for damages to the lands and deposits caused by the failure of the lessee to comply with any applicable law or regulation; and that he will indemnify the lessor against any liability for damage to life or property arising from the occupation or use of the lands by the lessee, his subcontractors, or agents, except liability for damage due to the lessor's sole negligence.

(q) *Extraction of helium.*—That the lessee will extract all helium from all gas produced under this lease in such manner as may be specified by the Secretary of the Interior, but that the lessee will not be required to extract helium from gas containing less than 4 cubic feet per thousand cubic feet of gas, and that the lessee will not be required to extract helium in a helium extraction plant constructed after September 13, 1960, or in a plant connected after that date to a gas well capable of producing gas in commercial quantities, if the Secretary of the Interior determines that the helium shall be left in the gas stream delivered to the purchaser of gas from the well.

(r) *Surrender of lease.*—That he will file with the proper office a written relinquishment of the lease, or of any legal subdivision of the lands included in the lease, 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 abandon all wells on the land to be relinquished in conformity with the applicable lease terms and regulations.

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 vegetative or timber resources on the 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 area subject to this lease provisions setting forth that the lessor owns and reserves the right to extract or have extracted the 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 duty to account for loss 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 or 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 value of production.

(f) *Casing.*—All rights pursuant to require all casing and to purchase casing, and lease or operate upon all casing and wells.

Sec. 4. *Drilling and producing agreements.*—It is agreed that the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment he may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or producing, or both. After such consultation, the Secretary or his delegate, 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 cancellation of lease.*—The lessee may surrender this lease or any legal subdivision hereof 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 abandon all wells on the land to be relinquished in conformity with the applicable lease terms and regulations.

Sec. 6. *Conditions of renewal, extension, or 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, buildings, 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 if default is made 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: *Provided*, 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: Provided, That 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 property, 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, but in case of any controversy as to the proper time of cancellation and forfeiture of this lease or the other cause of cancellation and forfeiture of this lease or the proper time for removal of any other item.

Sec. 8. *River and coastline improvements.*—It is further agreed that such navigation improvement that extend to and including open and navigable waters into the lands, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Penalties.*—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 no officer, agent, or employee of the Department of the Interior, except as provided in 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 Revised Statutes of the United States, sections 3741, 3742, and 3743, and all other applicable laws, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

[redacted]

Management Agency *(name)*

[redacted]

Address *(include zip code)*

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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 (August 1973)

GPO 943-258

W 49631

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.

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 percent, without written permission from the District Manager, BLM.

Form 3106--8
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 49637

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

147836

1. Amoco Production Company
Security Life Building
Denver, Colorado 80202

RECORDED May 5 19 75 1:15 PM
IN BOOK 51 Misc Pgs PAGE 390
FEES 4.00 Fee & Tax COUNTY CLERK
SUBLETTE COUNTY CLERK
by Ellen F Dilly

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1975, 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 114 West, 6th P.M., Sublette County, Wyoming

Section 27: S½

Containing 320.00 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 on General Instructions; specify percentage.)* Four and one-half percent(4½%)of 8/8ths overriding royalty

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* one-half of one percent (½ of 1%) of 8/8ths overriding royalty

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 April, 1975

Marine Thorsen
(Assignor's Signature)

300 South Greeley Highway
(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 LANDS DESCRIBED AS ITEM 2

Assignment approved effective MAY 1 1975 By Sherman Fox
(Authorized Officer)

390

Title Docket Date SEP 30 1975

NOTE: The Form is reproduced on both sides of this sheet. Both sides are exact reproductions of one sheet of both sides

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming }
County of Laramie } ss.

On this 7th day of April, A. D. 1975, 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.

Witness my hand and seal this 7th day of April, A. D. 1975

(SEAL)

LOIS L. SIEDOW - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission expires Aug. 31, 1975

Notary Public

My Commission expires:

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.

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)

(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

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
0301056 H. Carl Wall et ux T. 35 N., R. 113 W., 6th P.M. Section 32: SE¼SW¼ T. 34 N., R. 113 W., 6th P.M. Section 5: Lots 3, 4, SW¼NW¼	March 5, 1971	46 O&G, Pg. 545	

147913

RECORDED May 12 19 75 9:30 A M
IN BOOK 51 Oil and Gas PAGE 394
FEES $ 2.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen R. Neely

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 15th DAY OF April 19 75.

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 15th day of April, 1975, by A. P. Tiddens, President of DEPCO, Inc. a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:
May 26, 1976

Joan Heier
Notary Public

CERTIFICATE OF OWNERSHIP AND MERGER

OF

BURMAH OIL AND GAS COMPANY
a Delaware Corporation

into

BOAG OIL AND GAS COMPANY
a Delaware Corporation

* * * * * *

Pursuant to Section 253 of the Delaware Corporation Law,

IT IS HEREBY CERTIFIED THAT:

1. BOAG OIL AND GAS COMPANY (hereinafter called the "Corporation") is a corporation of the State of Delaware.

2. The Corporation, as owner of all of the outstanding capital stock of Burmah Oil and Gas Company (formerly Signal Oil and Gas Company), hereby merges the said Burmah Oil and Gas Company (formerly Signal Oil and Gas Company), which is a corporation of the State of Delaware, into itself.

3. The following is a copy of resolutions adopted on January 22, 1974, by the Sole Director of the Corporation to merge the said Burmah Oil and Gas Company (formerly Signal Oil and Gas Company) into the Corporation:

> RESOLVED: That as soon as practicable following the sale by Signal Oil and Gas Company to Burmah Thistle Inc. of all of the outstanding capital stock of Signal Oil and Gas Company (U.K.) and of all of the outstanding capital stock of Signal Oil and Gas Company Limited, Signal Oil and Gas Company be merged into the Corporation, and that all of the estate, property, rights, privileges, powers and franchises of Signal Oil and Gas Company be vested in and held and enjoyed by the Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by Signal

147970

RECORDED May 15 19 75 9:00 AM
IN BOOK 51 Oil and Gas PAGE 396
FEES $5.00 Lois J. Yeke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Neely

Oil and Gas Company in its name, and that all of the debts, obligations and liabilities of Signal Oil and Gas Company be assumed fully and entirely by the Corporation.

RESOLVED: That the President and any Vice President of the Corporation be, and each of them hereby is, authorized and directed to cause to be executed, filed and recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and to cause to be performed all necessary acts within the jurisdiction of incorporation of each of the corporations and in any other appropriate jurisdiction to effect the merger of Signal Oil and Gas Company into the Corporation

4. The following is a copy of resolutions adopted on December 19, 1974 by the Sole Director of the Corporation relating to the merger of Burmah Oil and Gas Company (formerly Signal Oil and Gas Company) into the Corporation, supplementing the resolutions adopted on January 22, 1974.

RESOLVED: The resolutions adopted on January 22, 1974, relating to the merger of Burmah Oil and Gas Company (formerly known as Signal Oil and Gas Company) into this corporation be, and the same hereby are supplemented to provide that, since the sale by Signal Oil and Gas Company (presently known as Burmah Oil and Gas Company) to Burmah Thistle Inc., of all the outstanding capital stock of Signal Oil and Gas Company (U.K.) and all of the outstanding capital stock of Signal Oil and Gas Company Limited has occurred, the effective time and date of the Certificate of Ownership and Merger setting forth a copy of the resolutions adopted on January 22, 1974, and a copy of these resolutions shall be ten o'clock (10:00) A.M., E.S.T., January 2, 1975, and that insofar as the General Corporation Law of the State of Delaware shall govern the same, said time and date shall be the effective merger time and date; and to provide further that, upon the effective time and date of the Certificate of Ownership and Merger, the Certificate of Incorporation be amended by changing Article I thereof so that as amended it shall be and read as follows:

"ARTICLE I

The name of the corporation is:

BURMAH OIL AND GAS COMPANY" .

RESOLVED: That the President and any Vice President of the Corporation be, and each of them hereby is authorized and directed to take such actions, execute and deliver such documents and writings, and do all other things deemed by them necessary or desirable in connection with the consummation of the various transactions approved in the foregoing resolutions.

SIGNED AND ATTESTED at New York City, New York on December 19, 1974.

ATTEST:

Asst. Secretary of
BOAG Oil and Gas Company

BOAG OIL AND GAS COMPANY

By _____
President
BOAG Oil and Gas Company

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that, on December 19, 1974, before me, a Notary Public duly authorized by law to take acknowledgment of deeds, personally came M. J. ROBERTS, President of BOAG OIL AND GAS COMPANY, who duly signed the foregoing instrument before me and acknowledged that such instrument as executed is the act and deed of said corporation, that his signing of such instrument upon behalf of such corporation is his act and deed, and that the facts stated therein are true.

GIVEN UNDER MY HAND on December 19, 1974.

(SEAL)

PEGGY J. MACCARONI
STATE OF NEW YORK
NOTARY PUBLIC

Notary Public

PEGGY J. MACCARONI
Notary Public, State of New York
No. 31-7615530 - New York County
Term Expires March 30, 1976

State of DELAWARE

Office of SECRETARY OF STATE

I, Robert H. Reed, *Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of* Certificate of Ownership of the "BOAG OIL AND GAS COMPANY", merging "BURMAH OIL AND GAS COMPANY", pursuant to Section 253 of the General Corporation Law of the State of Delaware, as received and filed in this office the twenty-sixth day of December, A.D. 1974, at 1 o'clock P.M.;

And I do hereby further certify that the said "BOAG OIL AND GAS COMPANY" has relinquished its corporate title and assumed in place thereof "BURMAH OIL AND GAS COMPANY".

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* twenty-fifth *day of* February *in the year of our Lord one thousand nine hundred and* seventy-five.

Robert H. Reed *Secretary of State*

Grover A. Biddle *Assistant Secretary of State*

FORM 120

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

~~ROYALTY~~ ASSIGNMENT OF PRODUCTION PAYMENT

This assignment made and entered into this 12th day of May, 1975,

by and between Robert S. Gates, a single man

herein referred to as assignor, (whether one or more) and Robert B. Gates, P. O. Box 516, Artesia, New Mexico 88210

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, a production payment XXXXXXXXXXXXXXy equal to $175.00 per acre payable out of 1% of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 27 North, Range 111 West, 6th PM

Section 24: SW¼,

containing 160 acres, more or less.

under the terms of that certain oil and gas lease made and entered into by and between the USA as lessor, and Robert S. Gates, as lessee, bearing No. W-47817 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the USA under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said XXXXX interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said XXXXX interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Robert S Gates
Robert S. Gates, a single man

STATE OF New Mexico }
County of Eddy } ss.

On this 12th day of May, 1975, before me personally appeared Robert S. Gates 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 the day and year last above written.

Sharon K. Hickey
Notary Public

My commission expires 11-1-77

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 16 day of May A. D., 1975 at 9:00 o'clock; A m., and duly recorded in Book 51 Page 400 of the Oil and Gas records,

_________ of said County.

Lois J. Yake
County Clerk

By Ellen L. Neely, ~~Deputy~~

Rec. No. 147974 Fees, $2.00

Return to

400

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)

Name
Street
City
State
Zip Code

Don J. Leeman
1230 United Founders Life Tower
Oklahoma City, OK 73112

W 49635
(Serial Number)

This lease is subject to the [illegible] Geological Survey as to whether or not the lands included were on a known geologic structure of a producing oil or gas field as of the date hereof, unless otherwise authorized 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. 114 W., 6th Prin. Mer.
Section 9: SW¼, N½SE¼, SW¼SE¼
Section 15: W½

U.S. Geological Survey reports lands in this lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 600.00 acres	Annual Rental . . . . . $ 300.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1975

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, [illegible]
Lease Section
(Title)

March 11, 1975
(Date)

148011

RECORDED May 19 1975 12:00 PM
IN BOOK 51 Oil and Gas PAGE 402
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [signature]

...and other privileges, except Reserved Minerals, in the lands described, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communications, 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, now in force or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto, when 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 equal to the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the extension 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 $50,000 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 of 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) *Diligence.*—(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 (a)(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 (43 CFR Pt. 3220).

(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 reasonable 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 leased lands therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and...

(h) *Records.*—To keep [redacted] and other records showing the operations, and the amount, disposition, and value of all products from the leased lands, in such form as may be prescribed by the lessor of all wells drilled on the leased lands, and a complete 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] facts and upon any partial or total relinquishment of [redacted] lation or expiration of the lease, or at any other time prior thereto when required and [redacted] and other excavations, remove or cover all [redacted] practicably possible, restore the surface of the [redacted] access roads to their former condition, and [redacted] structures as and if required. The lessor may prescribe [redacted] to be taken and restoration to be made with respect [redacted] lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of scientific interest.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease the item(s) or condition(s) will be 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 cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased, excepting 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 reasonable water 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. *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, 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)(3), 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 431, 432, and 433, Title 18 U.S. Code, relating to contracts, are incorporated into and form a part of this

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

[redacted]

Management Agency *(name)*

[redacted]

Address *(include zip code)*

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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 (August [illegible])

[illegible]

W 4963

No occupancy or other surface disturbance will be allowed within 1/ 4 mile of Lander Cutoff Trail. This distance may be reduced when specifically approved in writing by the District Manager, BLM.

In order to minimize watershed damage and 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 District Manager, BLM.

The Lander Cutoff Trail will not be used as an access road for activities on this lease.

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 percent, without written permission from the District Manager, BLM.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-49655

LAND OFFICE USE ONLY

New Serial No.

MAY 19 1975

NON-

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

148012

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)*

Township 29 North, Range 114 West
Section 9: S1/4, N/2 SE/4, SW/4 SE/4
Section 15: W/2

Containing 600.00 acres, more or less, Sublette County, Wyoming

RECORDED May 19 19 75 12:00 M
IN BOOK 51 Oil and Gas PAGE 406
FEES 4.00 Lois J. Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Edna D. Riley

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.)* 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 24 day of March, 19 75

Don J. Leeman
(Assignor's Signature)
DON J. LEEMAN

1230 United Founders Life Tower Bldg.
(Assignor's Address)

Oklahoma City, Oklahoma 73112
(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 MAY 1 1975 By _____
(Authorized Officer)

(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)*
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 215,080 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

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.

(Assignee's Signature)

This form reproduced by
Amoco Production Company
Denver, Colorado

(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 assignment.

867

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } 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 24th day of March, 1975, personally appeared Don J. Leeman

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 2/3/79

Notary Public.

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 30 days prior to relinquishment, and said Assignor shall have 15 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 March 24, 1975

Signed for Identification

[redacted] [redacted] [redacted] ORM 153

TATLOCK'S
PHONE
(303) 266 1661

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Mary E. Gillespie
202 Dalco Tower, 2431 East 51st Street, Tulsa, Oklahoma 74105
(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto
W. A. Gillespie and Sons Company
202 Dalco Tower, 2431 East 51st Street, Tulsa, Oklahoma 74105
of _____,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of Four and one-half per cent (4-1/2%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Township 29 North, Range 114 West

Section 22: All
Section 23: N/2
Section 27: N/2

Containing 1,280.00 acres, more or less, Sublette County, Wyoming

Federal Lease Serial No. W-49036

148146

RECORDED June 2 19 75 9:00A.M
IN BOOK 51 Oil and Gas PAGE 410
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Neely

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 10 day of April, 19 75.

Mary E. Gillespie

STATE OF ~~COLORADO~~ Oklahoma)
COUNTY OF Tulsa) ss.

The foregoing instrument was acknowledged before me this 10th day of April, 19 75, by Mary E. Gillespie
Witness my hand and notarial seal.
My commission expires April 14, 1980

Notary Public

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
0300937	May 25, 1970	45 O&G,	351
The First National Bank of Kemmerer, Trustee			
T. 32 N., R. 114 W., 6th P.M.			
Section 23: W½SE¼, SE¼SE¼			
Section 24: SW¼			
Section 25: N½NW¼, SW¼NW¼			
Section 26: NE¼			
0300939	May 23, 1970	45 O&G,	355
John E. Wardell			
T. 33 N., R. 113 W., 6th P.M.			
Section 35: SE¼			
0300940	May 23, 1970	45 O&G,	357
James F. Mickelson et ux			
T. 32 N., R. 113 W., 6th P.M.			
Section 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼			
Section 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼			
Section 17: NW¼			
Section 18: Lots 1,2 (W½NW¼)			
T. 32 N., R. 114 W., 6th P.M.			
Section 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼			
Section 12: Lot 4, S½SW¼, SW¼SE¼			
Section 13: N½N½, SE¼NE¼, SW¼NW¼			
Section 14: NE¼NE¼			
T. 33 N., R. 113 W., 6th P.M.			
Section 31: S½NE¼, SE¼			
Section 32: S½N½, S½			
Section 33: S½N½, S½			
Section 34: W½			
T. 33 N., R. 114 W., 6th P.M.			
Section 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼			
Section 35: SW¼, W½SE¼, SE¼SE¼			

CONTINUED ON ATTACHED EXHIBIT "A"

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 15th day of June, 1975.

ATTEST:

Michael D. Shepard
Michael D. Shepard, Secretary

DEPCO, Inc.

By A. P. Tiddens
A. P. Tiddens, President

148632

RECORDED July 7 1975 10:00 A.M.
IN BOOK 51 Oil & Gas PAGE 112
FEES $22.75 Doris J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Duly 112

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of June, 1975, by A. P. Tiddens, President of DEPCO, Inc. a Delaware Corporation.

Witness my hand and official seal.

My Commission Expires:
May 26, 1976

Joan Zeier
Notary Public

EXHIBIT A
ATTACHED TO AND MADE A PART OF
INSTRUMENT OF SURRENDER
DATED JUNE 10, 1975, COVERING LANDS
LOCATED IN SUBLETTE COUNTY, WYOMING

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	RECORDED PAGE
0300941 Gordon M. Mickelson et ux	May 27, 1970	45 O&G,	360
T. 33 N., R. 113 W., 6th P.M.			
Section 5: SW¼, W½SE¼			
Section 6: Lots 6,7, E½SW¼, SE¼			
Section 7: Lot 1, E½NW¼, NE¼, NE¼SW¼, N½SE¼			
Section 8: NW¼, W½NE¼, SE¼NE¼, N½SW¼, NW¼SE¼, NE¼SE¼, SE¼SE¼			
Section 9: SW¼NW¼, N½SW¼			
Section 15: W½W½			
Section 17: E½NE¼			
T. 33 N., R. 114 W., 6th P.M.			
Section 1: NE¼SE¼, S½SE¼, SE¼SW¼			
Section 12: N½NW¼, SW¼NW¼, NE¼NE¼, S½NE¼			
0300942 Thomas E. O'Brien et al	May 22, 1970	45 O&G,	363
T. 33 N., R. 113 W., 6th P.M.			
Section 34: NE¼NE¼			
Section 35: N½			
0300943	May 25, 1970	45 O&G,	365
The First National Bank of Kemmerer, Trustee			
T. 32 N., R. 114 W., 6th P.M.			
Section 13: SW¼SE¼, SE¼SW¼			
Section 23: SE¼NE¼, NE¼SE¼			
Section 24: NW¼			
0300944	May 25, 1970	45 O&G,	367
The First National Bank of Kemmerer, Trustee			
T. 32 N., R. 113 West, 6th P.M.			
Section 11: N½S½			
Section 12: Lots 1,2, N½S½			
0300945	May 25, 1970	45 O&G,	369
The First National Bank of Kemmerer, Trustee			
T. 32 N., R. 113 W., 6th P.M.			
Section 8: Lots 1,2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼			
Section 9: Lots 3,4, S½NW¼, NW¼SW¼			
T. 33 N., R. 113 W., 6th P.M.			
Section 34: S½NE¼, SE¼			
Section 35: SW¼			
0300946	May 25, 1970	45 O&G,	371
The First National Bank of Kemmerer, Trustee			
T. 32 N., R. 113 W., 6th P.M.			
Section 10: S½SE¼			
Section 11: SW¼SW¼			
Section 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼			
Section 21: NW¼NE¼, NW¼, NW¼SW¼			
Section 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼			
0300948	May 25, 1970	45 O&G,	375
Ronald W. Ball et ux			
T. 33 N., R. 113 W., 6th P.M.			
Section 25: S½NE¼, SE¼, E½SW¼			
0300949	May 25, 1970	45 O&G,	403
Ronald W. Ball et ux			
T. 32 N., R. 113 W., 6th P.M.			
Section 11: N½S½			
Section 12: Lot 1 (43.36), Lot 2 (44.15), N½S½			

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
INSTRUMENT OF SURRENDER
DATED JUNE 10, 1975, COVERING LANDS
LOCATED IN SUBLETTE COUNTY, WYOMING

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK PAGE
0300950 Robert W. Sievers, Trustee T. 32 N., R. 114 W., 6th P.M. Section 23: W½SE¼, SE¼SE¼ Section 24: SW¼ Section 25: N½NW¼, SW¼NW¼ Section 26: NE¼	May 26, 1970	45 O&G, 377
0300951 Luella E. Nordlie et vir T. 33 N., R. 113 W., 6th P.M. Section 25: S½NE¼, SE¼, E½SW¼	May 28, 1970	45 O&G, 379
0300957 Albert E. Feuz et ux T. 38 N., R. 113 W., 6th P.M. Section 29: N½SW¼NW¼, SE¼NW¼, SW¼NE¼, NW¼SE¼	May 26, 1970	45 O&G, 395
0300978 Daniel H. Budd et ux T. 32 N., R. 113 W., 6th P.M. Section 8: Lots 1,2, S½NE¼, NE¼SE¼, SE¼NW¼, N½SW¼ Section 9: Lots 3,4, SW¼NW¼, SE¼NW¼, NW¼SW¼ T. 33 N., R. 113 W., 6th P.M. Section 34: SE¼, S½NE¼ Section 35: SW¼	May 25, 1970	45 O&G, Pg. 524

[redacted] [redacted] P[redacted] 1 of 4

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Tallock's Inc., Denver--266-1661

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO 42-R1500

Serial No. W-43859

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

FARMERS UNION CENTRAL EXCHANGE, INC.
P. O. Box 126
Laurel, Montana 59044

1. 148714

RECORDED July 14 1975 9:00 AM
IN BOOK 51 Oil & Gas PAGE 412
FEES $ 6.00 Lois M. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen F. Reilly Dep.

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)

Township 27 North, Range 110 West, 6th P.M., Sublette County, Wyoming
Section 17: All
Section 28: W½
Section 29: All
Section 30: Lots 3, 4, E½SW¼
containing 1,751.17 acres, more or less

(This assignment is made subject to all previous reassignment obligations.)

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) Four Percent 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 27th day of May, 19 75.

Dorothy Chorney
(Assignor's Signature)
Dorothy Chorney
3545 South Tamarac
Denver, Colorado 80237

Thomas A. Chorney
(Assignor's Address)
Thomas A. Chorney
3545 South Tamarac
Denver, Colorado 80237
(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 1975

By Edward W. Price
(Authorized Officer)

Chief, Oil & Gas Section
(Title) (Date)

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

FOR CLAIMANT

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least sixty (60) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Assignee's liability shall be limited to the amount paid as cash consideration for this lease. Any reassignment provided for herein shall be free and clear of any additional overriding royalties or other encumbrances.

Assignee accepts this assignment subject to the reassignment obligations contained in any previous assignments and agrees to indemnify Assignor and hold him harmless from any liability or claims arising out of Assignee's failure to comply with the provisions of said assignments.

T.A.C. DE

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 27th day of May, 19 75, personally appeared Dorothy Chorney

and Thomas A. Chorney

, 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 December 5, 1978

Beverly W Dibble
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

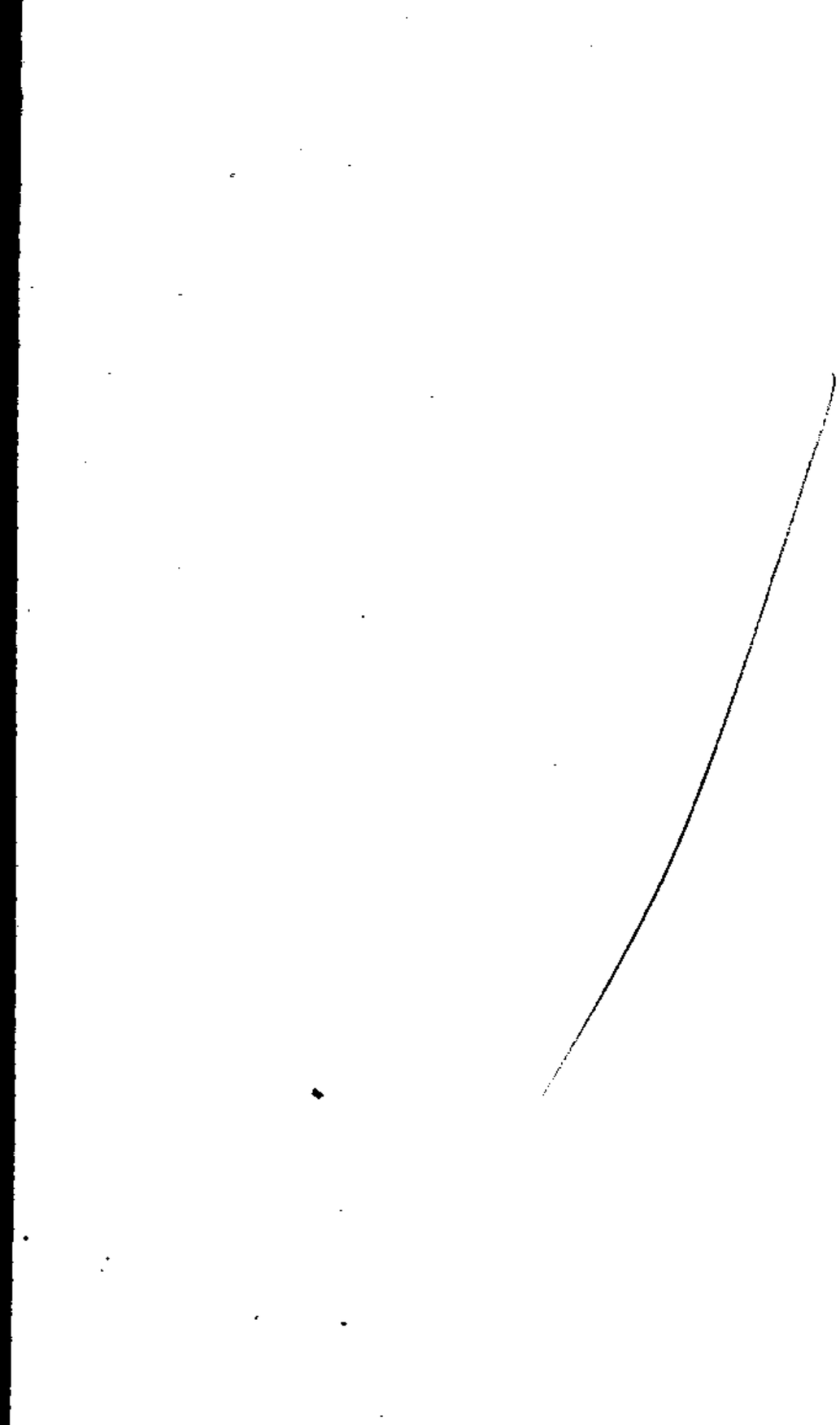
3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization 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.

[redacted] [redacted] [redacted]



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 Voyager Petroleums, Inc., 540 - 5th Ave., S.W., Calgary 1, Alberta, Canada for a good and valid consideration do hereby release, relinquish, quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Carney Land Company, as lessor and Continental Oil Company, as lessee, dated the 6th day of July, 1972, insofar as same covers the following described land, to-wit:

Township 37 North, Range 110 West, 6th PM
Sec. 14: SE/4SE/4
Sec. 23: E/2NE/4

containing 120.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 48 O&G Page 357.

EXECUTED THIS 18th day of June, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:.

B F McGrath
Secretary

VOYAGER PETROLEUMS, INC.

BY D A Pay
VICE-PRESIDENT

LAND | LEGAL

Attest:

E. Thompson
Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 20th day of JUNE, in the year 1975, 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 B. L. McGRATH

known to me to be the Manager of Mineral Leases and Secretary of Pacific Transmission Supply Company,

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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

420

A C K N O W L E D G M E N T

(For use by Corporation)

C A N A D A)
)
PROVINCE OF ALBERTA)

BEFORE ME, the undersigned authority, on this day personally appeared T. A. Pezarro, Vice President of VOYAGER PETROLEUMS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HANI AND SEAL OF OFFICE on this the 3rd day of July, A.D. 1974.

Shirley MacLean
A NOTARY PUBLIC in and for the
Province of Alberta.

My Commission Expires on the 31st day
of December, 1976.

148738

RECORDED July 11 1975 9:00 AM
IN BOOK 31 Misc 3000 PAGE 420
FEES $4.50 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Neely

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 Voyager Petroleums, Inc., 540 - 5th Ave., S.W., Calgary 1, Alberta, Canada for a good and valid consideration do hereby release, relinquish, quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Carney Land Company, as lessor and Continental Oil Company, as lessee, dated the 6th day of July, 1972, insofar as same covers the following described land, to-wit:

Township 37 North, Range 110 West, 6th PM
Sec. 2: W/2SE/4, NE/4SE/4
Sec. 11: NW/4NE/4

containing 160.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 48 O&G Page 363.

EXECUTED THIS 18th day of June, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:.

B F McGrath
Secretary

VOYAGER PETROLEUMS, INC.

BY D H Reynolds
VICE-PRESIDENT

Attest:

C. Thompson
Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 20th day of JUNE, in the year 1975, 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 B. L. McGRATH

known to me to be the Manager of Mineral Leases and Secretary of Pacific Transmission Supply Company,

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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

402

A C K N O W L E D G M E N T
(For use by Corporation)

C A N A D A)
)
PROVINCE OF ALBERTA)

BEFORE ME, the undersigned authority, on this day personally appeared T. A. Pezarro, Vice President of VOYAGER PETROLEUMS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of July, A.D. 1974.

A NOTARY PUBLIC in and for the
Province of Alberta.

My Commission Expires on the 31st day
of December, 1976.

148739

RECORDED July 16 1976 9:00 AM
IN BOOK 51 Oil & Gas PAGE 422
FEES $4.50 Lois J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Riley

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 Voyager Petroleums, Inc., 540 - 5th Ave., S.W., Calgary 1, Alberta, Canada for a good and valid consideration do hereby release, relinquish, quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between Carney Land Company, as lessor and Continental Oil Company, as lessee, dated the 6th day of July, 1972, insofar as same covers the following described land, to-wit:

Township 37 North, Range 110 West, 6th PM
Sec. 23: SE/4, E/2SW/4, SW/4SW/4
Sec. 26: N/2NW/4, NW/4NE/4

containing 400.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 48 O&G Page 360.

EXECUTED THIS 18th day of June, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Wirsor
Manager of Mineral Leases

Attest:.

B L McGrath
Secretary

VOYAGER PETROLEUMS, INC.

BY D H Landry
VICE PRESIDENT

Attest:

T. Carney Landon
Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 10th day of JUNE, in the year 1975, before me, Marion L. Kinney, a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared E. H. Wirsor and B. L. McGRATH known to me to be the Manager of Mineral Leases and Assistant Secretary of Pacific Transmission Supply Company,

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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC - CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

A C K N O W L E D G M E N T
(For use by Corporation)

C A N A D A)
)
PROVINCE OF ALBERTA)

BEFORE ME, the undersigned authority, on this day personally appeared T. A. Pezarro, Vice President of VOYAGER PETROLEUMS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HANI AND SEAL OF OFFICE on this the 3rd day of July, A.D. 1974.

Shirley Pruett
A NOTARY PUBLIC in and for the
Province of Alberta.

My Commission Expires on the 31st day
of December, 1976.

1487-10

RECORDED July 14 1975 9:00 AM
IN BOOK 51 Oil & Gas PAGE 424
FEES $4.50 Lois J. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Reilly

[redacted] [redacted] 9.00 [redacted]

STATE OF WYOMING)
: SS
COUNTY OF SUBLETTE)

A S S I G N M E N T

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, AMOCO PRODUCTION COMPANY, a Delaware corporation with an office in Denver, Colorado, hereinafter referred to as "Assignor" or as "Amoco", hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, 630 Third Avenue, New York City, New York, its successors and assigns, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the following referenced oil and gas lease, covering lands situated in Sublette County, State of Wyoming, to wit:

Lessor:	Mary H. McGinnis, a widow
Lessee:	Vincent Carter
Date:	July 1, 1946
Recorded:	Book 2 of Oil and Gas Leases, Page 101

insofar as said lease covers the following described land in said County and State, to wit:

Township 28 North, Range 113 West
Resurvey Tract 48

but only insofar as said lease covers rights from the surface to a depth of 7190 feet below the surface (said lease and land to the depth hereinabove last referred to sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

148785

RECORDED July 21 1975 9:00 M
IN BOOK 51 Oil and Gas PAGE 426
FEES $1.00 Lois J Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

426

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production to the extent that it is or remains a burden on the lease acreage herein assigned.

2. The lease acreage covered hereby also is assigned by the Assignor and accepted by the Assignee subject to the Unit Agreement for the Development and Operation of the Tip Top Unit Area, dated November 1, 1947, and the Unit Accounting Agreement, dated August 1, 1960.

3. In addition to any and all other overriding royalties, production payments and other encumbrances to which said lease acreage may be subject, Assignor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) One-eighth of eight-eighths (1/8 of 8/8) of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said lease, or any extension or renewal thereof, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on said lease acreage or, at the Assignor's option, to the credit of the Assignor into the pipe line to which said well or wells may be connected; and

(b) One-eighth of eight-eighths (1/8 of 8/8) of all gas and casinghead gas produced and saved from said lease acreage under said lease, or any extension or renewal thereof, the market value

(at the well) of which shall be paid to the Assignor free of all cost and expense, except taxes on production.

4. With respect to the overriding royalty herein excepted and reserved by the Assignor, the Assignor and the Assignee agree, as follows:

(a) That oil and gas used in drilling and operations on said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(b) That the Assignee shall furnish to the Assignor authentic itemized monthly reports of all production from said lease acreage, such reports to be mailed not later than the fifteenth day of the month following that for which the report is made.

(c) That in the event any of lease covers less than all the oil and gas mineral rights in and to the land described in said lease and covered by this assignment, said overriding royalty as to such lease and insofar as it pertains to oil, distillate, condensate, other liquid hydrocarbons, gas and casinghead gas, shall be proportionately reduced so as to be equal to that proportion of one-eighth of eight-eighths (1/8 of 8/8) of said production which the interest in and to said oil and gas mineral rights in the land described in said lease and covered by this assignment bears to the full and undivided oil and gas mineral estate therein.

5. In the event that the Assignee should elect to surrender, let expire, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

6. 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 insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor and her successors, heirs and assigns, but also in favor of the Assignor and its successors and assigns.

7. This assignment is made without warranty of any kind.

8. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to Assignor and Assignee, respectively, as follows:

Assignor:	Amoco Production Company Security Life Building Denver, Colorado 80202
Assignee:	Belco Petroleum Corporation 630 Third Avenue New York City, New York 10017

9. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

10. Amoco reserves and excepts unto itself, its successors and assigns, the option and the exclusive right at any time, at all times and from time

to time, to purchase all oil produced and saved from said lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at the prevailing price for production of similar kind and quality prevailing in the field where produced on date of delivery.

TO HAVE AND TO HOLD said lease acreage unto Assignee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 27th day of June, 1975.

AMOCO PRODUCTION COMPANY

Approved

BY: _____
Its Attorney in Fact

STATE OF COLORADO)
:SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by T. S. Yancey, as Attorney in Fact for AMOCO PRODUCTION COMPANY, this 27th day of June, 1975.

_____
Notary Public

My commission expires:

My Commission Expires Dec. 13,1978

Security Life Bldg.
Denver, Colorado 80202

LMW/ka; 6-27-75, C-81990 L-741203

[redacted] Print Co.
[redacted] Center Street
Casper, Wyoming

99

ASSIG[redacted]T OF OVERRIDING ROYAL[redacted]

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~xx~~ Harold B. Holden, P. O. Box 1743, Billings, Montana 59103, assignor, being owner of overriding royalty ~~xxxxxxxxxx~~, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 65-18215, ~~xxxxxxxxxx~~ and covering land situate in Sublette County, ~~xxxxx~~, described as follows:

TOWNSHIP 28 NORTH, RANGE 105 WEST, 6TH P.M.

Section 16: W½

and containing 320.00 acres more or less, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Roy H. Guess and R. P. Swirczynski, 82601 of 210 Townsend Bldg., Casper, Wyo., assignees ~~all right, title and interest of assignor in and to said lease insofar as it covers the following described land~~ an overriding royalty of one-half of one percent of eight-eighths (½ of 1% of 8/8ths) to each, making a total of one percent of eight-eighths (1% of 8/8ths) assigned herein, insofar as it covers the following described land in lease 65-18215:

TOWNSHIP 28 NORTH, RANGE 105 WEST, 6TH P.M.

Section 16: W½

and containing 320.00 acres, more or less, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

TO HAVE AND TO HOLD unto the said Roy H. Guess & R. P. Swirczynski their 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 is executed this 30th day of June 1975

Harold B. Holden Assignor

WITNESS:

By _____ President

Attest:

_____ Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Montana }
County of Yellowstone } ss.

On this 30th day of June, A. D. 19 75, before me personally appeared Harold B. Holden 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 30th day of June, A. D. 19 75

Notary Public

(SEAL)

My Commission expires: March 15, 1976

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_____

Notary Public

(SEAL)

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 prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 3-2-50

422

148962

RECORDED July 28 1975 9:00A M

IN BOOK 51 Oil and Gas PAGE 431

FEES $ 4.50 Lois J. Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Gillian F. Daly

[redacted] [redacted] [redacted]

Hazel Blue Print Co.
[illegible] Center Street
Casper, Wyoming

99

ASSIGNMENT OF OVERRIDING ROYALTY
STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~xx~~ Harold B. Holden, P. O. Bx. 1743, Billings, Montana 59103, assignor, being owner of overriding royalty ~~being lessee hereof~~, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-4063, and covering land situate in Sublette County, ~~Wyoming~~, described as follows:

TOWNSHIP 31 NORTH, RANGE 107 WEST, 6TH P.M.

Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Roy H. Guess and R. P. Swirczynski of 210 Townsend Bldg., Casper, Wyo. 82601, assignee ~~all right, title and interest of assignor in and to said lease insofar as it covers the following described land~~: an overriding royalty of one-half of one percent of eight-eighths (½ of 1% of 8/8ths) to each, making a total of one percent of eight-eighths (1% of 8/8ths) assigned herein, insofar as it covers the following described land in lease 71-4063:

TOWNSHIP 31 NORTH, RANGE 107 WEST, 6TH P.M.

Section 36: All

and containing 640.00 acres, more or less, ~~reserving, however, unto assignor~~

TO HAVE AND TO HOLD unto the said Roy H. Guess & R. P. Swirczynski, their 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 is executed this 30th day of December, 1975.

Harold B. Holden, Assignor

WITNESS:

By _____, President

Attest:

_____, Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Montana }
County of Yellowstone } ss.

On this 30th day of December, A. D. 19 75, before me personally appeared Harold B. Holden 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 30th day of December, A. D. 19 75.

Notary Public

(SEAL)

My Commission expires: March 15, 1976

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_____.

Notary Public

(SEAL)

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 prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 3-2-50

148963

RECORDED July 28 19 75 9:00 AM
IN BOOK 51 Oil and Gas PAGE 433
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Ellen L. Hulley

INSTRUMENT OF SURRENDER

WHEREAS, DEPCO, Inc., a Delaware Corporation, it 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
0300959 Luella E. Nordlie et vir T. 32 N., R. 113 W., 6th P.M. Section 11: N½S½ Section 12: Lots 1,2, N½S½	June 7, 1970	45 O&G,	409

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 15th DAY OF July, 1975

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 15th day of July, 1975, 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

149075

RECORDED August 4 19 75 9:00AM
IN BOOK 51 Oil and Gas PAGE 435
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.
by Eileen Neely

436

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 Voyager Petroleums, Inc., Denver Tech. Center, Bldg. 32, 5300 South Ulster, Englewood, Colorado 80110 for a good and valid consideration do hereby release, relinquish, quit-claim and surrender all right, title and interest in and to a certain oil and gas lease, made and entered into by and between William B. and Dorothy C. Sargent, husband and wife, as lessors and W. B. Hinkel, as lessee, dated the 30th day of August, 1973, insofar as same covers the following described land, to-wit:

Township 37 North, Range 111 West, 6th PM
Sec. 23: SW/4NE/4, SE/4SW/4, W/2SE/4, NE/4SE/4
Sec. 26: NE/4NW/4

containing 240.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 50 O&G, Page 1.

EXECUTED THIS 15th day of July, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:

Secretary

VOYAGER PETROLEUMS, INC.

BY
Vice-President

Attest:

Asst. Secretary

62-4203 2-73 (Corporation)

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 16th day of July, in the year 19 75, before me, Nancy E. Watson
a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared
E. H. Winsor and J. E. Taylor

known to me to be the Manager of Mineral Leases and Secretary
of Pacific Transmission Supply Company

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.

NANCY E. WATSON
NOTARY PUBLIC — CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires April 23, 1977

NANCY E. WATSON My Commission Expires April 23, 1977

149076

RECORDED August 4 1975 9:00A M
IN BOOK 51 Oil and Gas PAGE 436
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

State of Colorado)
) ss. ACKNOWLEDGMENT (For use by Corporation)
County of Denver)

On this 22nd day of July, A. D. 1975, before me personally appeared STANLEY J. CHAD, to me personally known, who, being by me duly sworn, did say that he is the Vice President of VOYAGER PETROLEUMS, 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 STANLEY J. CHAD acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of July, A. D. 1975.

Notary Public

My commission expires: My Commission expires Feb. 27, 1977

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

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

WITNESS our hands and seals this 3rd day of July, 1974.

THE FIRST NATIONAL BANK OF KEMMERER

By: [signature] Trust Officer
CO-EXECUTOR OF THE ESTATE OF
DELIA McGINNIS, DECEASED, Probate No.87
District Court, Third Judicial District
Sublette County, Wyoming

149078

RECORDED August 4 1975 10:30A.
IN BOOK 51 Oil and Gas PAGE 438
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF ~~SUBLETTE~~ LINCOLN)

Subscribed and sworn to before me this 3rd day of July, 1974, by F. J. Herschler, Trust Offiver of The First National Bank of Kemmerer.

Witness my hand and official seal.

My Commission expires February 12, 1978.

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 24th day of June 1974.

Marie McGinnis Graves

MARIE McGINNIS GRAVES, as Co-Executor of the Estate of Delia McGinnis, Deceased, Probate No. 877, District Court of Third Judicial District, Sublette County, Wyoming.

~~149879~~

RECORDED August 4 1975 10:30A
IN BOOK 51 Oiland Gas PAGE 410
FEES $ 4.50 Lois J. Yake COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

Subscribed and sworn to before me this 24th day of June, 1974, by Marie McGinnis Graves.

Witness my hand and official seal.

My Commission expires June 21, 1977.

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 1st day of ~~September~~ October, 1973.

Helen Bird Turner

149090

RECORDED August 4 1975 10:30A M
IN BOOK 51 Oil and Gas PAGE 452
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K Daly

(Over for Acknowledgment)

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of October, 1973, personally appeared Helen Budd Tanner

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

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

My Commission Expires August 4, 1974

Robert H Wilson
Notary Public.

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared

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

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

My Commission Expires_____

Notary Public

RECEIVED July 3 1974

414

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 30th day of June, 1974.

Mary Nell McGinnis
MARY NELL (HANNON) MC GINNIS

149081

RECORDED August 4 IN 75 10:30 A.M.
IN BOOK 51 Oil and Gas PAGE 414
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Esther A Neely

(Over for Acknowledgment)

California

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE) Riverside

Subscribed and sworn to before me this 3rd day of June, 1974, by Mary Nell (Hannon) McGinnis, a single woman.

Witness my hand and official seal.

My Commission expires March 29, 1976.

Josephine Jones
Notary Public

OFFICIAL SEAL
JOSEPHINE JONES
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires Mar. 29, 1976

[illegible] Kentucky St., Banning, CA 92220

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 11th day of June, 1974.

WILLIAM J. MC GINNIS, JR.

JANE MC GINNIS

149082

RECORDED August 4 1975 10:30AM
IN BOOK 51 Oil and Gas PAGE 946
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 11 day of June, 1974, by William J. McGinnis, Jr. and Jane McGinnis, his wife.

Witness my hand and official seal.

My Commission expires 1/11/78.

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 10 day of ~~September~~ October, 1973.

Viola Parkison — 1017 Beech Ave Kemmerer Wyo. 83101

149083

RECORDED August 4 19 75 10:30A M
IN BOOK 51 Oil and Gas P. 448
FEES $ 4.50 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [illegible]

STATE OF Wyoming)
) ss:
COUNTY OF Lincoln)

BEFORE ME, the undersigned, a ~~Notary~~ Clerk of Court Public, in and for said County and State, on this 10 day of October, 1973, personally appeared Viola Pavilsin

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~~ Term Expires 1st Monday Jan. 1975

~~Notary~~ Clerk of Court

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared

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

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

My Commission Expires_____

Notary Public

450

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 5th day of ~~September~~ November, 1973.

Olive W. Irwin

149084

RECORDED August 4 1975 10:30A M.
IN BOOK 51 Oil and Gas PAGE 450
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.
by

STATE OF Missouri)
) ss:
COUNTY OF Caldwell)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of November, 1973, personally appeared Olive H. Irwin

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

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

My Commission Expires August 20, 1977

Janet Lennon
Notary Public.

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires _____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires _____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires _____

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 2nd day of ~~September~~ October 1973.

Joseph W. McGinnis

149085

RECORDED ~~August 4~~ October 4 1975 10:30 A.M.
IN ~~BOOK 51 O. & Gas~~ PAGE 452
FEES $ 4.50 Lois J. Yake COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
by

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 1973, personally appeared Joseph W. McGuire

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 2/5/77

Paul S. Reed
Notary Public.

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

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

WITNESS our hands and seals this _____ day of September, 1973.

Frank F. Budd _____

Ruth D. Budd _____

149086

RECORDED August 4 19 75 10:30AM
IN BOOK 51 Oil and Gas PAGE 454
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Hatley

[redacted] (Over for [redacted]owledgment) [redacted]

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of October, 1973, personally appeared Joseph L. Budd and Ruth F. 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 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 August 4, 1974

Robt Hall
Notary Public.

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

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

WITNESS our hands and seals this _____ day of September, 1973.

_____ _____

_____ _____

149087

RECORDED August 4 19 75 10:30 A M
IN BOOK 51 Oil and Gas
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of October, 1973, personally appeared Miranda Yose

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

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

My Commission Expires August 4, 1974

Robert H ...
Notary Public.

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1973, personally appeared _____

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

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

My Commission Expires_____

Notary Public

RECEIVED JUN - 1 1974

458

	TO SEE	FILE
JBD		
TO		
RR		
CR		
CJ		
GH	✓	
VS		
[illegible]		
[illegible]		

☐ TO FOR ..... ☐ TO F.P. .....

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

~~The undersigned, and each of us if more than one, 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 1st day of June, 1974.

Marjorie Brawley
MARJORIE BRAWLEY

MARJORIE BRAWLEY
Box 57
La Barge, WY 83123

Clarence Brawley
CLARENCE BRAWLEY

~~1491GS~~

RECORDED August 4 1975 10:30A M
IN BOOK 51 Oil and Gas PAGE 458
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [illegible]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 24 day of June, 1974, by Marjorie Brawley and Clarence Brawley, her husband.

Witness my hand and official seal.

My Commission expires April 8, 1976.

Notary Public

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, reference is made to that certain Oil and Gas Lease, dated July 1, 1946 from Mary H. McGinnis, as Lessor, to Vincent Carter, as Lessee, recorded in Book 2 O & G, Page 101, of the Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 27: Tract 48

containing 160 acres, more or less; and

WHEREAS, the undersigned, the present owners of such land subject to said lease, desire to ratify and confirm said lease.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, and each of us if more than one, 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 AMOCO PRODUCTION COMPANY, 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.

This instrument may be executed in counterpart form and shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

The undersigned, and each of us if more than one, 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 12 day of June, 1974.

AARON H. MC GINNIS

345 R

RECORDED August 4 19 75 10:30 AM
IN BOOK 51 Oil and Gas PAGE 447
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

[redacted] (Over for Acknowledgment) [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF ~~SUBLETTE~~)

Subscribed and sworn to before me this 14th day of June,

1974, by Aaron H. McGinnis and .

Witness my hand and official seal.

My Commission expires 4-6-77.

Notary Public

[redacted] ASSIGNMENT OF LEASE [redacted]

KNOW ALL MEN BY THESE PRESENT:

That the undersigned JAMES P. WALKER and EVELYN M. WALKER, his wife, for good and valuable consideration in hand paid by FIRST STATE BANK, of Stevensville, Montana, the receipt of which is hereby acknowledged, do hereby assign unto First State Bank of Stevensville, Montana, all of our right, title and interest in and to that certain oil and gas lease dated October 15, 1969, in which the undersigned Assignors are the Lessors and Chorney Oil Company is Lessee, which was recorded November 25, 1969, in Book 44, of Oil and Gas, Page 423, which was assigned by Chorney Oil Company to Belco Petroleum Corporation, recorded August 4, 1971 in Book 47 of Oil and Gas, Page 186, which was also assigned from Belco Petroleum Corporation to Belco 1971 Oil and Gas Fund, Ltd., recorded March 14, 1972 in Book 48 of Oil and Gas, Page 140, all records of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. The said lease covers the following described real property situated in Sublette County, Wyoming, to-wit:

S½NW¼, NE¼SW¼, NW¼SE¼ of Section 8, Township 30 North, Range 114 West, 6th Principal Meridian, Sublette County, Wyoming.

This Assignment is as security for the payment of any or all promissory notes, original note dated July 28, 1975, that will be issued for the purpose of purchasing inventory for the Maxville Grocery. The undersigned Assignors authorize and direct the holder of the Lessee's interest to remit all payments due under the terms of the said Oil and Gas Lease to First State Bank of Stevensville, Montana for application on the said promissory notes. Upon full payment of the promissory notes, together with interest, this Assignment shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the undersigned Assignors have hereunto executed this Assignment this 28 day of July, 1975.

James P Walker
JAMES P. WALKER

Evelyn M. Walker
EVELYN M. WALKER

ASSIGNORS

STATE OF MONTANA)
County of Ravalli) ss.

On this 28th day of July, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared James P. Walker and Evelyn M. Walker, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

Mary Ann Livingston
Notary Public for the State of Mont.
Residing at Stevensville, Montana
My Commission Expires 12/2/77

(Seal)

ACCEPTANCE OF ASSIGNMENT

Belco Petroleum Corporation, for and on behalf of Belco 1971 Oil and Gas Fund, Ltd., does hereby acknowledge receipt of a copy of the foregoing Assignment as Security and does further agree that all payments under the terms of the said lease shall be remitted to the Assignee, namely First State Bank of Stevensville, Montana, until such time as the undersigned has been advised that the obligations have been paid in full.

DATED this ____ day of July, 1975

BELCO PETROLEUM CORPORATION

By _____

assignment book B 56 page 443

Oil + Gas Book 51 page 252

1 Section

RECORDED August 6 1975 9:00A M
IN BOOK 51 Oil and Gas PAGE 463
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Ellen A. Neely

Billings, West Point
Billings, Lockam

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

STATE OF WYOMING OIL AND GAS LEASE NO. 73-33309

KNOW ALL MEN BY THESE PRESENTS, That W. C. Kaufman, P.O.Box 1613, Billings, Montana 59103, 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
Melvin A. Brown	P.O.Box 16 Billings, Mt. 59103	2½%

143123

RECORDED August 6 19 75 9:00A M
IN BOOK 51 Oil and Gas PAGE 464
FEES $ 3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Neely

Being in all a total of an undivided Two and one-half percent (2½%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 111 West.

Section 36: All

Containing 640 acres, more or less.

WITNESS our hands this 23rd day of June, 19 75

Witnesses:

W. C. Kaufman

STATE OF Montana }
COUNTY OF Yellowstone } ss.

On the 23rd day of June, 19 75, before me personally appeared W. C. Kaufman the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:

July 15, 1976

Residing in Billings, Montana

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY ATTECHING [redacted]

UNITED STATES OIL AND GAS LEASE W-45269

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Barbara C. Gibbs
351 S. State Street
Salt Lake City, Utah 84111
, 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
John Oakason	654 So. 9th East Salt Lake City, Utah 84102	2.5%

Includes re-assignment rights of 50% of the lease.

Being in all a total of an undivided Two 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 35 N, R 115 W, 6th P.M., Wyoming
Sec. 27: SW¼SW¼
Sec. 28: All

149136

RECORDED [illegible] 19 [illegible] AM
IN BOOK 51 M 3 Oil & Gas PAGE 465
FEES $ 4.50 Edith L. Whitney COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Edith L. Whitney

Containing 680.00 acres, more or less.

WITNESS our hands this 21 day of June, 19 74

Witnesses:

Barbara C. Gibbs

STATE OF Utah }
COUNTY OF Salt Lake } ss.

On the 21 day of June, 19 74, before me personally appeared Barbara C. Gibbs the signor of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My commission expires:

Residing in

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT & RESEARCH

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to John Oskason

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

149185

RECORDED [illegible] 1975 [illegible] AM
IN BOOK [illegible] PAGE [illegible]
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

ASSIGNMENT OF OIL AND GAS LEASE

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, W. G. Peavy, Suite 1300, 211 North Ervay Building Dallas, Texas, Assignor, for and in consideration of One Dollar($ 1.00) the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto GREENBRIER OPERATING CO., Suite 1300, 211 North Ervay Building, Dallas, Texas 75201, Assignee, an undivided interest of 17.000%, being 100 percent of Assignor'a right, title and interest in and to the Oil and Gas Lease dated May 16, 1974, 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, Page 594, of the Oil & Gas Records of Sublette County, Wyoming, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 31 North, Range 111 West, 6th PM
Section 25: NE/4SW/4, S/2 SW/4, SW/4 SE/4

and containing 160 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 Assignee hereto, its respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 1st day of May, 1975.

W. G. Peavy

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 1st day of May, 1975, personally appeared W. G. Peavy, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[redacted]

[redacted]

Notary Public in and for

[redacted] [redacted] [redacted]

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

WHEREAS, under date of March 13, 1971, a certain oil and gas mining lease was executed by RUTH E. O'NEIL MACGREGOR, a married woman dealing in her sole and separate property, and ratified by HARRY E. MACGREGOR, 1075 Sutter Street, San Francisco, California 94100, and JOAN R. WILHITE, 5360 Shelby Ct., Fremont, California 94534, her successors in interest, as lessors, unto DEPCO, INC., 1025 Petroleum Club Building, Denver, Colorado 80202, as lessee, which lease is recorded in Book 46, at Page 619, of the Oil and Gas records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, 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
Containing 878.19 acres, more or less

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease and situate in said County and State, are more accurately described as follows, 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, SW¼NW¼
Section 29: NW¼NE¼
Section 34: E½SW¼
Containing 878.19 acres, more or less,

RECORDED JULY 17 1975 10:22 AM
IN BOOK 61 OF PAGE 460
FEES $2.25
SUBLETTE COUNTY CLERK
14925

it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified.

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by DEPCO, Inc. unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 17th day of July, A.D., 1975.

Harry E. MacGregor

Joan R. Wilhite

STATE OF California
COUNTY OF San Francisco

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of July, 1975, personally appeared Harry E. MacGregor, to me known to be the identical person described in and who executed the wignin and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 12/13/76

OFFICIAL SEAL
DAVID S. DUKE
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Dec. 13, 1976

Notary Public

DAVID S. DUKE
My Commission Expires Jan. 1, 1976

5.25

0301060

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

WHEREAS, under date of March 13, 1971, a certain oil and gas mining lease was executed by RUTH E. O'NEIL MACGREGOR, a married woman dealing in her sole and separate property, and ratified by HARRY E. MACGREGOR, 1075 Sutter Street, San Francisco, California 94100, and JOAN R. WILHITE, 5360 Shelby Ct., Fremont, California 94534, her successors in interest, as lessors, unto DEPCO, INC., 1025 Petroleum Club Building, Denver, Colorado 80202, as lessee, which lease is recorded in Book 46, at Page 619, of the Oil and Gas records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

Township 33 North, Range 113 West, 6th P.M.
Section 3: Lots 3,4, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 10: $NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 11: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Township 34 North, Range 113 West, 6th P.M.
Section 15: $W\frac{1}{2}SE\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Section 22. $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$
Section 29: $NW\frac{1}{4}NE\frac{1}{4}$
Section 34: $E\frac{1}{2}SW\frac{1}{4}$
Containing 878.19 acres, more or less

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease and situate in said County and State, are more accurately described as follows, to-wit:

Township 33 North, Range 113 West, 6th P.M.
Section 3: Lots 3,4, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 10: $NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 11: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Township 34 North, Range 113 West, 6th P.M.
Section 15: $W\frac{1}{2}SE\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Section 22: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 29: $NW\frac{1}{4}NE\frac{1}{4}$
Section 34: $E\frac{1}{2}SW\frac{1}{4}$
Containing 878.19 acres, more or less,

it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified.

RECORDED AUG 15 1975 AT 1:45 O'CLOCK P.M.
IN BOOK 51 OF Misc. PAGE 470
FEES $5.00 Ashley J. Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
149253

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by DEPCO, Inc. unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 16th day of July, A.D., 1975.

EILEEN CUNNINGHAM
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Aug. 20, 1978

Harry E. MacGregor

Joan R. Wilhite

STATE OF California)
COUNTY OF Alameda)

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of July, 1975, personally appeared Joan R. Wilhite, 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 [redacted]

Eileen Cunningham
Notary Public

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)

Name: Burmah Oil and Gas Company
Street: Suite 1524 Prudential Plaza
City: 1050 17th St.
State:
Zip Code: Denver, CO 80202

W 51348
(Serial Number)

This lease is subject to [illegible] ed here on a known geologic structure of the [illegible] oil or gas field as of the date of [illegible] 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 23 N, R 111 W, 6th Prin. Mer.
Sec 9: E½SE¼, SW¼SE¼

149285

RECORDED Dec 2nd 19 75 8:00 AM
IN BOOK 3 of Misc Rec PAGE 471
FEES $ 7.50 Joe Tyrrell COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen F. Kelly

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 120 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 3123.0, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: August 1, 1975

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

JUL 1 1975
(Date)

471

FOR CLAIMANT

LEASE TERMS

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 percent, without written permission from the District Manager, BLM..

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(address, include zip code)*

Geological Survey
P. O. Box 2859
Casper, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 District Engineer or Area Oil and Gas Supervisor, as appropriate, 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 (August 1973)

G10-116-396

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, Pacific Transmission Supply Company, 245 Market Street, San Francisco, California 94105, and Voyager Petroleums, Inc., 540 - 5th Avenue, SW, Calgary 1, Alberta, Canada, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby transfer, assign and convey unto William C. Kirkwood, P. O. Box 1706, Casper, Wyoming 82601, without representation or warranty of title, either express or implied, all of their right, title and interest in and to a certain oil and gas lease, made and entered into by and between W. D. Alexander and Dorothy H. Alexander, husband and wife, as lessors and Continental Oil Company, as lessee, dated the 3rd day of June, 1972, insofar as same covers the following described land, to-wit:

Township 35 North, Range 110 West, 6th PM
Sec. 5: W/2SE/4

containing 80.00 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 48 O&G Page 585.

EXECUTED THIS 28th day of May, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:
Secretary

VOYAGER PETROLEUMS, INC.

BY
Vice President

Attest:
Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 29th day of MAY, in the year 19 75, 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 of Pacific Transmission Supply Company,

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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC-CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

A C K N O W L E D G M E N T
(For use by Corporation)

C A N A D A)
)
PROVINCE OF ALBERTA)

BEFORE ME, the undersigned authority, on this day personally appeared THEO A. PEZARRO, Vice President of VOYAGER PETROLEUMS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19 day of June, A.D. 1975.

A NOTARY PUBLIC in and for the Province of Alberta.

My Commission Expires at the pleasure of the Lieutenant Govenor of the Province of Alberta.

Notary Public in and for the province of Alberta.
My commission expires on the 31st day of December 1976.

149378

RECORDED August 21 19 75 9:00 AM
IN BOOK 51 of Misc. PAGE 475
FEES $ 4.50 Zoie L. Wall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Daly

Return to:

[redacted] PARTIAL ASSIGNME[redacted] OIL AND GAS LEASE [redacted]

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, Pacific Transmission Supply Company, 245 Market Street, San Francisco, California 94105, and Voyager Petroleums, Inc., 540 - 5th Avenue, SW, Calgary 1, Alberta, Canada, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby transfer, assign and convey unto William C. Kirkwood, P. O. Box 1706, Casper, Wyoming 82601, without representation or warranty of title, either express or implied, all of their right, title and interest in and to a certain oil and gas lease, made and entered into by and between Robert G. Lozier and Alice M. Lozier, husband and wife, as lessors and Continental Oil Company, as lessee, dated the 3rd day of June, 1972, insofar and only insofar as same covers the following described land, to-wit:

Township 35 North, Range 110 West, 6th PM
Sec. 5: Lot 2 (39.02), SW/4NE/4

Township 36 North, Range 110 West, 6th PM
Sec. 32: E/2W/2, W/2E/2, NW/4NW/4, SE/4NE/4, NE/4SE/4
Sec. 30: SE/4SE/4
Sec. 31: NE/4NE/4

containing 599.02 acres, more or less, situated in Sublette County, Wyoming, and recorded in Book 48 O&G Page 345.

EXECUTED THIS 28th day of May, 1975

PACIFIC TRANSMISSION SUPPLY COMPANY

BY E H Winsor
Manager of Mineral Leases

Attest:
Secretary

VOYAGER PETROLEUMS, INC.

BY
Vice President

Attest:
Secretary

STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 29th day of MAY, in the year 19 75, 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 of Pacific Transmission Supply Company, 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 in and for the
City and County of SAN FRANCISCO, State of California

My Commission Expires May 14, 1976

MARION L. KINNEY
NOTARY PUBLIC-CALIFORNIA
City and County of
SAN FRANCISCO
MY COMMISSION EXPIRES MAY 14, 1976

977

A C K N O W L E D G M E N T
(For use by Corporation)

C A N A D A)
)
PROVINCE OF ALBERTA)

BEFORE ME, the undersigned authority, on this day personally appeared THEO A. PEZARRO, Vice President of VOYAGER PETROLEUMS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19 day of June, A.D. 1975.

A NOTARY PUBLIC in and for the Province of Alberta.

My Commission Expires at the pleasure of the Lieutenant Govenor of the Province of Alberta.

Notary Public in and for the province of Alberta.
My commission expires on the 31st day of December 1976.

Return to

[redacted]
[redacted] 82601

[redacted]

345374

RECORDED August 21 1975 9:00 AM
IN BOOK 51 Misc. PAGE 477
FEES $ 4.50 KOIS J. YOUNG COUNTY CLERK
SUBLETTE CO[illegible] WYOMING
By Ellen S. Reed

[redacted]

CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of 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 Yellow Point Ridge Unit Area, State of Wyoming.

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 conditions of this agreement.

Dated July 29, 1975.

Oil and Gas Supervisor, United States Geological Survey

Contract Number 14-08-0001-14302

149417

RECORDED August 22 1975 9:00 A.M.
IN BOOK 51 Oil and Gas PAGE 479
FEES $ 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen A. Reilly

JUL 18 1975
CASPER, WYOMING

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

YELLOW POINT RIDGE UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

INDEX

Article		Page
	Preliminary Recitals	1
1	Enabling Act and Regulations	1
2	Unit Area	1
3	Unitized Land and Unitized Substances	1
4	Unit Operator	1
5	Resignation or Removal of Unit Operator	1
6	Successor Unit Operator	3
7	Accounting Provisions and Unit Operating Agreement	3
8	Rights and Obligations of Unit Operator	4
9	Drilling to Discovery	7
10	Plan of Further Development and Operation	8
11	Participation after Discovery	9
12	Allocation of Production	11
13	Development and Operation of Non-Participating Land or Formations	11
14	Royalty Settlement	12
15	Rental Settlement	13
16	Conservation	13
17	Drainage	13
18	Leases and Contracts Conformed and Extended	14
19	Covenants Run With Land	16
20	Effective Date and Term	16
21	Rate of Prospecting, Development, and Production	17
22	Appearances	17
23	Notices	17
24	No Waiver of Certain Rights	18
25	Unavoidable Delay	18
26	Nondiscrimination	19
27	Loss of Title	19
28	Non-Joinder and Subsequent Joinder	19
29	Counterparts	20
30	No Partnership	20
31	Wyoming State land Provisions	20
32	Special Surface Stipulations	21
33	Oil Shale Stipulations	21

Exhibit A: Map of Unit Area
Exhibit B: Description of Unit Area

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

YELLOW POINT RIDGE UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

THIS AGREEMENT, entered into as of the 8th day of October, 1974, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

WHEREAS the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. Secs. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS the parties hereto hold sufficient interests in the Yellow Point Ridge Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and

reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The area specified on the map attached hereto marked exhibit A is hereby designated and recognized as constituting the unit area, containing 29,195.17 acres, more or less.

Exhibit A shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the exrent known to the Unit Operator. Exhibit B attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits A and B shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor" and not less than five copies of the revised exhibits shall be filed with the Supervisor.

The above-described unit area shall when practicable be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director," after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the Supervisor, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number, for approval of such expansion or contraction and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Supervisor, become effective as of the date prescribed in the notice thereof.

(e) All legal subdivisions of lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are entitled to be in a participating area on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within 10 years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. All lands proved productive by diligent drilling operations after the aforesaid 5-year period shall become participating in the same manner as during said 5-year period. However, when such diligent drilling operations cease, all nonparticipating lands shall be automatically eliminated effective as of the 91st day thereafter. The unit operator shall within 90 days after the

effective date or any elimination hereunder, describe the area so eliminated to the satisfaction of the Supervisor and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the working interests in the current nonparticipating unitized lands and the owners of 60% of the basic royalty interests (exclusive of the basic royalty interests of the United States) in nonparticipating unitized lands with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances."

4. UNIT OPERATOR. DAVIS OIL COMPANY is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Supervisor, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor,

unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Supervisor.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote

select a successor Unit Operator. Provided, That, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and

(b) the selection shall have been approved by the Supervisor.

If no successor Unit Operator is selected and qualified as herein provided, the Director at his election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between this unit agreement and the unit operating agreement, this unit agreement shall govern. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor, prior to approval of this unit agreement.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for,

producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Upper Mesaverde Sandstone formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 10,200 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5, hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Supervisor may modify the drilling requirements of this section by granting reasonable extensions of time when, in his opinion, such action is warranted.

Upon failure to commence any well provided for in this section within the time allowed, including any extension of time granted by the Supervisor, this agreement will automatically terminate; upon failure to continue drilling diligently any well commenced hereunder, the Supervisor may, after 15-days notice to the Unit Operator, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor a plan for an additional specified period for the development and operation of the unitized land.

Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall:

(a) Specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and

(b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources.

Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor is authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any

unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the Supervisor, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor, the Unit Operator shall submit for approval by the Supervisor a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive in paying quantities; all lands in said schedule on approval of the Supervisor to constitute a participating area, effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of each initial participating area. Said schedule shall also set forth the percentage of unitized substances to be allocated as herein provided to each tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A separate participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the Supervisor. When production from two or more participating areas, so established, is subsequently found to be from a common pool or deposit said participating areas shall be combined into one effective as of such appropriate date as may be approved or prescribed by the Supervisor. The participating area or areas so established shall be revised from time to time, subject to like approval, to include additional land then regarded as reasonably proved to be productive in paying quantities or necessary for unit operations, or to exclude land then regarded as reasonably proved not to be productive in paying quantities and the schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator

and approved by the Supervisor. No land shall be excluded from a participating area on account of depletion of the unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating area is based are abandoned.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Supervisor as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby shall be impounded in a manner mutually acceptable to the owners of working interests and the Supervisor. Royalties due the United States shall be determined by the Supervisor and the amount thereof shall be deposited, as directed by the Supervisor, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or

participating in accordance with a plan of development approved by the Supervisor, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was last defined at the time of final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor, at such party's sole risk, costs, and expense, drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such a well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as

provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner to obtain production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner who, is entitled to take in kind a share of the substances now unitized hereunder shall hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the working interest owner in case of the operation of a well by a working interest owner as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month, provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, in conformity with a plan of operations approved by the Supervisor, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of operations or as may otherwise be consented to by the Supervisor as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulations; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

16. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby or until some portion of such land is included within a participating area.

18. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

19. DRAINAGE. The Unit Operator shall take such measures as the Supervisor deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement.

20. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and

provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of the unit area.

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such terms so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with the provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784): "Any [Federal] lease heretofore or hereafter committed to any such [unit] plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and

the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and shall terminate five (5) years from said effective date unless

(a) such date of expiration is extended by the Director, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Supervisor, or

(c) a valuable discovery of unitized substances has been made or accepted on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as unitized substances so discovered can be produced as aforesaid, or

(d) It is terminated as hereinafter provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the Supervisor, notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

23. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or

certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

25. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not. No unit obligation which is suspended under this section shall become due less than thirty (30) days after it has been determined that the suspension is no longer applicable. Determination of creditable "Unavoidable Delay" time shall be made by the unit operator subject to approval of the Supervisor.

26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of section 202 (1) to (7) inclusive of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof

may be withheld without liability for interest until the dispute is finally settled; provided, that, as to federal land or leases, no payments of funds due the United States should be withheld, but such funds shall be deposited as directed by the Supervisor to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

24. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice delivered to the Supervisor and the Unit Operator prior to the approval of this agreement by the Supervisor. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. A non-working interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as committed to this unit agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Supervisor.

23. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

30. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

31. WYOMING STATE LAND PROVISIONS. Certain of the Enlarged Lands are public lands of the State of Wyoming, and in connection with the approval of this Agreement by the Board of Land Commissioners of said State pursuant to the applicable State laws and regulations, and Federal regulations, it is agreed that there shall be filed with the Board of Land Commissioners:

(a) One (1) copy of the complete Unit Agreement and one (1) copy of any revised exhibits concurrently with the filing thereof with the Supervisor.

(b) One (1) copy of any executed Unit Operating Agreement.

It is agreed further that:

1. All valid and pertinent Land Board Regulations now in effect governing State of Wyoming lands not inconsistent with the terms hereof or the laws of the State of Wyoming are hereby accepted as to State lands and made a part of this Agreement.

2. Nothing in this Agreement contained shall relieve lessees of the public lands of the State of Wyoming from their obligation to pay rentals or royalties, either in value or in kind, with respect to Unitized Substances allocated to such lands hereunder, at the rates specified in their respective leases.

3. In the event that a title dispute arises as to State lands or leases, no payment of funds due the State of Wyoming should be withheld, but such funds shall be deposited as directed by the Board of Land Commissioners

to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement. However, in the event there is a title dispute between the State of Wyoming and the United States of America, payments deposited as directed by the Supervisor as provided herelnabove shall satisfy the requirements of the State of Wyoming with respect to the deposited monies due the State, and no additional payments need be deposited with the State under the provisions hereof with respect to such lands.

4. Each lease on lands of the State of Wyoming committed to this Unit Agreement is hereby extended for as long beyond its expiration date as this Unit Agreement remains in effect.

5. Each party to this Agreement holding any lease or leases from the State of Wyoming subject to this Agreement or holding any interest in or under such lease or leases or in the production from lands covered thereby, agrees that said Board of Land Commissioners may alter, change, modify, and revoke the drilling, production, and royalty requirements of such lease or leases and the regulations in respect thereto, to conform the provisions of said lease or leases to the provisions of this Agreement only so long as said lease or leases remain subject to this Agreement. Such party and said Board further agree that except as otherwise specifically provided in this Agreement, no such lease shall be deemed to terminate or expire so long as it shall remain committed hereto.

32. SPECIAL SURFACE STIPULATION. Nothing in this agreement shall modify the special Federal Lease Stipulations applicable to lands under the jurisdiction of Bureau of Land Management.

33. OIL SHALE STIPULATIONS. No wells will be drilled for oil or gas at a location which, in the opinion of the Supervisor, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

The drilling or the abandonment of any well on lands committed hereto shall be done in accordance with applicable oil and gas operating regulations, including such requirements as the Supervisor may prescribe as necessary to prevent the

infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

UNIT OPERATOR AND WORKING INTEREST OWNER

DAVIS OIL COMPANY, a Partnership

By _____
PAUL MESSINGER, Attorney in Fact

Address: 1230 Denver Club Building
Denver, Colorado 80202

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 4th day of November, 1974, before me personally appeared PAUL MESSINGER, Attorney in Fact of Davis Oil Co. to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
October 30, 1978

_____
Notary Public

Unit Agreement
Yellow Point Ridge Unit Area
Sublette County, Wyoming

W-0318324

F04

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 197-, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, lessees, assigns, or successors in interest.

EXECUTED this 11th day of November, 1974.

F. J. Bradshaw

Address: 337 Pierpont Avenue
Salt Lake City, Utah 84101

Tract: 3

STATE OF Utah)
: ss
COUNTY OF Salt Lake)

On this 11th day of November, 1974, before me personally appeared F. J. Bradshaw to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires - Jan. 15, 1977

Notary Public

STATE OF)
: ss
COUNTY OF)

On this day of , 1974, before me appeared to me personally known, who, being by me duly sworn did say he is the President of , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract 3 /

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 8/14/74 day of October, 1974.

F. C. GRIGGS, Trust

By _____

Address. First National Bank
Casper, Wyoming 82601

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197-, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF Wyoming)
: ss
COUNTY OF Sublette)

On this 8/14 day of October, 197-, before me appeared _____ to me personally known, who, being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Tract 2

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 1, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 7th day of November, 1974.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP

By _____
Morris Wright for William G. Helis, Jr., Managing Partner

Address: 912 Whitney Building
New Orleans, Louisiana 70130

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 7th day of November, 1974, before me personally appeared MORRIS WRIGHT, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

_____
David A. Kerstein, Notary Public,
Parish of Orleans, State of Louisiana

My commission is for life.

Tracts: [redacted] 7, 8, 11-21, 23

[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Fallon Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 6, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in defined substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 5th day of November, 1974.

ATTEST:

Assistant Secretary

INC CORPORATION

Director, Natural Resources Dept.

Designation of Authority authorizing ROBERT J. FLEMMING to execute as agent for R&B Corporation is on file in Evanston 021912 and is still in force and effect.

Address: 633 3rd Avenue
New York City, New York 10017

STATE OF NEW YORK)
: ss
COUNTY OF NEW YORK)

On this 5th day of November, 1974, before me personally appeared Robert J. Flemming to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

ELIZABETH A. MYERS
Notary Public, State of New York
No. 31-4511770
Qualified in New York County
Commission Expires March 30, 1975

My commission expires

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____ to me personally known, who, being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tracts: 2, 4, 7, 8, 10, 33, 53, 54

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 1, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the Supplementary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, including any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, trustees, assigns, or successors in interest.

EXECUTED this 19 day of December, 1974.

ATTEST

Assist Secretary

TEXAS GAS EXPLORATION CORPORATION

Vice President

Address: 521 Denver Center Building
1776 Lincoln Street
Denver, Colorado 80203

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF _____)
: ss
COUNTY OF Harris)

On this 19 day of December, 1974, before me appeared Robert L. Farmer to me personally known, who, being by me duly sworn did say he is the Vice President of Texas Gas Exploration Corp., 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 Robert L. Farmer acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

[illegible], Notary Public, Harris County, Texas
My commission expires [illegible], 1975

Notary Public

Tract 1, T. 34 N., R. 111 W., Sec. 28, 33

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Fremont, State of Wyoming, dated October 2, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this first day of November, 1974.

W. H. Brown

Address 512 Petroleum Club Building
Casper, Wyoming 82601

STATE OF WYOMING)
: ss
COUNTY OF NATRONA)

On this first day of November, 1974, before me personally appeared W. H. BROWN to me known to be the person ~~s~~ described in and who executed the foregoing instrument, and acknowledged that he, ~~she, or they~~ executed the same as ~~his~~ free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires May 23, 1978

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____ to me personally known, who, being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Trans L 14

EXHIBIT

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may accrue under existing option agreements or other interest in unitized substances, including any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 25th day of November, 1974.

ESTATE OF J. S. BRIDWELL

By: _____
Clifford G. Tinsley, Independent Co-Executor
and Co-Trustee U/W J. S. Bridwell (Deceased)

By: _____
Ralph Sterling Bridwell, Independent Co-Executor
and Co-Trustee U/W J. S. Bridwell (Deceased)

By: _____
Herbert B. Story, Independent Co-Executor
and Co-Trustee U/W J. S. Bridwell (Deceased)

Address Drawer 1830
Wichita Falls, Texas 76307

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF TEXAS)

COUNTY OF WICHITA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clifford G. Tinsley, Herbert B. Story, and Ralph Sterling Bridwell, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein shown.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D. 19__.

[redacted] _____ [redacted] Notary Public in and for Wi[redacted] County,

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 20th day of June, 1975.

ATTEST:

Assistant Secretary

AZTEC OIL & GAS COMPANY

Kenneth A. Swanson
Vice President

Address: 2000 First National Bank Building
Dallas, Texas 75202

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF Texas)
: ss
COUNTY OF Dallas)

On this 20th day of June, 1975, before me appeared Kenneth A. Swanson to me personally known, who, being by me duly sworn did say he is the Vice President of Aztec Oil & Gas Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Kenneth A. Swanson acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
June 1, 1977.

Lee Ellen Perry
Notary Public in and for
Dallas County, Texas
LEE ELLEN PERRY Notary Public
In and for Dallas County, Texas
My Commission Expires June 1, 1977

Tracts: 6, 9

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 16th day of December, 1974.

Henry Novick

Address: 1685 Burr Court
Reno, Nevada 89502

STATE OF Nevada)
: ss
COUNTY OF Washoe)

On this 16th day of December, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____ to me personally known, who, being by me duly sworn, did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Trans. 11

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Humboldt, State of Nevada, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 11th day of December, 1974.

By Nancy Reich, Trustee
Michael Reich Trust
David Reich Trust

Address: 2635 Burr Court
Reno, Nevada 89502

STATE OF Nevada)
: ss
COUNTY OF Washoe)

On this 11th day of December, 1974, before me personally appeared [illegible] to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

[illegible]
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____ to me personally known, who, being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Page 13

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Muddy Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of November, 1974.

ATTEST:

_____
Secretary

FARMERS UNION CENTRAL EXCHANGE, INC.

_____
President

D. J. KULL, Assistant Secretary

Address: P. O. Box 126
Laurel, Montana 59044

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 1st day of November, 1974, before me personally appeared D. J. KULL, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, 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 D. J. KULL acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal the day and year in this certificate above written.

My Commission Expires:
GARY [redacted]
Notary Public for [redacted] of Montana

[redacted]
Notary Public
[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Uintah, State of Utah, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and the said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of November, 1974.

ATTEST:

Ass't. Secretary

CHORNEY OIL COMPANY

Vice President

Address: 401 Lincoln Tower Building
Denver, Colorado 80203

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

STATE OF COLORADO)
: ss
CITY &
COUNTY OF DENVER)

On this 1st day of November, 1974, before me appeared L. Stanley to me personally known, who, being by me duly sworn did say he is the Vice President of Chorney Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L. Stanley acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires 9-21-77

Notary Public

Tracts: 21, 26-28, 33

E-16

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bullin Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 1, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of November, 1974.

Raymond Chorney

Joan Chorney

Address: 401 Lincoln Tower Building
Denver, Colorado 80203

STATE OF COLORADO)
CITY & : ss
COUNTY OF DENVER)

On this 1st day of November, 1974, before me personally appeared Raymond Chorney and Joan Chorney to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires 9-21-77

Notary Public

STATE OF)
: ss
COUNTY OF)

On this day of , 1974, before me appeared to me personally known, who, being by me duly sworn did say he is the President of , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tracts: 7, 8, 11, 12, 13-21, 22-25, 28-30, 53, 54

[redacted]

U.S. [illegible]

[illegible]

Case [illegible]

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

The undersigned, in consideration of the execution of the Unit Agreement for the development and operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated December 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the corresponding Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and the said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 18th day of July, 1975.

ATTEST:

GETTY OIL COMPANY

[signature]
Assistant Secretary

[signature]
Attorney-in-Fact

Address: P. O. Box 66729
Houston, Texas 77001

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF Texas)
: ss
COUNTY OF Harris)

On this 18 day of July, 1975, before me appeared GLYDE E. WILLBURN to me personally known, being by me duly sworn did say he is the Attorney-in-Fact President of GETTY Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said GLYDE E. WILLBURN acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

[signature]
Notary Public

TERRY MAPLE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19[illegible]
[illegible]

5-19

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this _____ ~~day of~~ MAY 21 1975, ~~1974~~.

NORTHERN NATURAL GAS COMPANY

~~ATTEST:~~ _____

~~Assistant Secretary~~

James E. Holdeman, Attorney-in-Fact

Address: Suite 2806
Lincoln Center Bldg.
Denver, Colorado 80203

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this _____ ~~day of~~ MAY 21 1975, ~~1974~~, before me appeared JAMES E. HOLDEMAN to me personally known, who, being by me duly sworn did say he is the ~~President of~~ Attorney-in-Fact of Northern Natural Gas Co., ~~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 JAMES E. HOLDEMAN acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Rio Blanco, State of Colorado, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and that said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 18th day of November, 1974.

[redacted]

Address 1650 Prudential Plaza Tower
Denver, Colorado 80202

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 18th day of November, 1974, before me personally appeared Jack J. Grynberg to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires Dec. 8, 1975

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____ to me personally known, who, being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Tract 37, 38

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 14th day of July, 1975.

TEAL PETROLEUM COMPANY

H. D. Thornton

President

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this 14th day of July, 1975, before me appeared L. L. Stanfield to me personally known, who, being by me duly sworn did say he is the President of Teal Petroleum Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said L. L. Stanfield acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Lawrence R. Lundell
Notary Public

APPROVAL - CERTIFICATION - DETERMINATION

UNIT AGREEMENT

YELLOW POINT RIDGE UNIT AREA

SUBLETTE COUNTY, WYOMING

Effective as to State of Wyoming Lands, only with

T27N-R109W

Section 16: All

T27N-R110W

Section 16: All

* *

Pursuant to the statutory authority vested in the Board of Land Commissioners of the State of Wyoming under Section 36-74, Wyoming Statutes, 1957, The Board of Land Commissioners of the State of Wyoming hereby takes the following action:

(a) Finds and determines that the Yellow Point Ridge Unit Agreement is necessary and advisable in the public interest; that the same is in the interest of conservation of natural products and required by public convenience and necessity, and that the interests of the State of Wyoming will be best served thereby, Wherefore regardless of acreage limitations, hereby joins in said Unit Agreement in behalf of the State of Wyoming.

(b) Certifies that lands of the State of Wyoming committed to the Yellow Point Ridge Unit Agreement shall, from the effective date thereof and concurrently therewith until the termination of the Unit Agreement, be subject thereto and that the term of each State lease now in force as to said State lands shall be extended and is hereby extended beyond the term thereof until said Unit Agreement is terminated.

(c) Certifies, pursuant to authority to modify and change all terms of State leases to conform to cooperative or unit plans of development or operation, that the drilling, producing, and royalty requirements of State leases committed to the Yellow Point Ridge Unit Agreement shall be and are hereby altered and changed so as to conform said requirements to the provisions of said agreement.

This APPROVAL - CERTIFICATION - DETERMINATION is subject to the following conditions:

(1) That the Unit Agreement herein referred to is made subject to the laws of the State of Wyoming and the United States of America, and at all times shall be construed in conformity with the laws of the State of Wyoming and the United States of America.

(2) That, inasmuch as the said Unit Agreement is designed in the public interest in the conservation of natural resources, with due regard for the vested rights of the sovereign state therein, and also to timely and equitably determine and allocate the production of these natural resources among those rightfully entitled to enjoy the same, the right of the State of Wyoming to fully protect its interest shall in no way or manner be abrogated by the fact that the State of Wyoming joins in this agreement; provided, that the State of Wyoming, by reserving the right of jurisdiction over its lands, in no way intends to interfere with the legitimate development of the lands contained in this unit plan as outlined in said Unit Agreement.

(3) That the said Unit Agreement shall become effective only as to those state lands now or hereafter included within the limits of the unit area and as to which the respective lessees and the then approved working and royalty interests shall subscribe to said agreement.

EXECUTED on behalf of the State of Wyoming, acting by and through its Board of Land Commissioners, in conformity with proper authority and resolutions passed by said Board of Land Commissioners, on this 7th day of NOVEMBER 1974, being signed by the Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board of Land Commissioners being affixed thereto this 7th day of NOVEMBER, 1974.

ORIGINAL SIGNED
STANLEY K. HATHAWAY
Governor
President, Board of Land Commissioners

Countersigned:

(Original Signed) - A. E. King
Commissioner of Public Lands
Secretary, Board of Land Commissioners

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 1st day of November, 1974.

Robert M. Smith

Address 11386 West 26th Place
Lakewood, Colorado 80215

STATE OF California)
: ss
COUNTY OF Alameda)

On this 1st day of November, 1974, before me personally appeared Robert M. Smith, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires November 4, 1977

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Tracts 2, 4, 7, 8, 11-25, 28-32, 58

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bullock Pass Ridge Unit Area, County of Sublette, State of Wyoming, dated December 1, 1974, as approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby accepts, ratifies, and consents to said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any and all lands, oil, gas, other minerals, and royalties presently held or which may hereafter accrue under existing option agreements or hereafter created in unitized substances, including the lands within the Unit Area in which the undersigned may be found to have an interest.

The undersigned hereby relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his heirs or devisees, executors, assigns, or successors in interest.

EXECUTED this 30th day of October, 1974.

Harvin Wolf

Estelle Wolf

Address: 811 Colorado Club Office Building
4155 East Jewell Avenue
Denver, Colorado 80222

STATE OF COLORADO)
: ss
COUNTY OF JEFFERSON)

On this 30th day of October, 1974, before me personally appeared Harvin Wolf and Estelle Wolf, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
March 31, 1977

J. M. Martin Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Ratification and Joinder of Unit Agreement

In consideration of the execution of the [illegible] and Operation of the Yellow Point Ridge Unit Area, [illegible], dated October 8, 1974, in form approved or tentatively approved by the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 1974.

Donald E. Allen

Address: ~~218 West 17th Street~~
Cheyenne, Wyoming 82001

STATE OF Wyoming)
: ss
COUNTY OF Laramie)

On this 7 day of January, 1974, before me personally appeared Donald E. Allen, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

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

Notary Public

My commission expires
7-24-78

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

_____
Notary Public

My commission expires

_____

8, 1974

RATIFICATION and JOINDER OF UNIT AGREEMENT

The undersigned is the owner of the Unit Agreement for the Development and Operation of the Valley Ridge Unit Area, County of Dubiarte, State of Wyoming, and hereby (whether one or more) hereby, expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 10 day of April, 1974.

Franklin Kodal

Address: 105 Everett Avenue
Hewlett, New York 11557

STATE OF)
: ss
COUNTY OF)

On this ___ day of ___, 1974, before me personally appeared ___, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

Notary Public

My commission expires

STATE OF)
: ss
COUNTY OF)

On this ___ day of ___, 1974, before me appeared ___, to me personally known, who being by me duly sworn did say he is the President of ___, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ___ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

Notary Public

My commission expires

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Willow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved or behalf of the Secretary of the Interior, the undersigned (whether one or more), hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any land and leases, or interests therein, and royalties presently held or which may arise under existing option agreements whether interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 6th day of November, 1974.

Lester C. Hotchkiss

Address: 6-9 North Van Ness Boulevard
Fresno, California 93704

STATE OF California)
: ss
COUNTY OF Fresno)

On this 6th day of November, 1974, before me personally appeared Lester C. Hotchkiss, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
2/17/76

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract 24

RATIFICATION AND JOINDER OF UNIT AGREEMENT

The undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 1st day of December, 1974.

Donald Short

Address: 2335 Crescent Avenue
Casper, Wyoming 82601

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

On this 1st day of December, 1974, before me personally appeared Donald Short, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 30th day of December, 1974.

John Oakason

Address: 654 South 9th Street
Salt Lake City, Utah 84102

STATE OF Utah)
: ss
COUNTY OF Salt Lake)

On this 30th day of December, 1974, before me personally appeared John Oakason, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires May 20, 1976

Patricia N. Hickox Notary Public SLC., Utah

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires _____

Notary Public

Tract: 33

RATIFICATION OF JOINDER OF UNIT AGREEMENT

In consideration of the approval of the Unit Agreement for the Development and Operation of the Whiskey Butte Unit Area, County of Sublette, State of Wyoming, dated October 1, 1974, as now approved or hereafter approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and considers said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may be held under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his heir or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 1 day of November, 1974.

Van B. Hales 527-38-3564
Van B. Hales

Address: 1-29 Michigan Avenue
Salt Lake City, Utah 84105

STATE OF Utah)
: ss
COUNTY OF Salt Lake)

On this 1st day of November, 1974, before me personally appeared Van B. Hales, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires May 20, 1976

Notary Public
Patricia N. Hickok, SLC., Utah

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

[redacted] RATIFICATION [redacted] JOINDER OF [redacted]

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and operations of the subject Unit Area, dated October 8, 197 5, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 11 day of June, 1975.

Justin E. Arata

Address: 566 River Ave.
Denver, Colo. 80221

STATE OF Indiana)
: ss
COUNTY OF Allen)

On this 11 day of June, 197 5, before me personally appeared Justin E. Arata to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires 9/30/77

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197__, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract : 48

RATIFICATION AND JOINDER OF

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and operations of the subject Unit Area, dated October 9, 1974, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 11th day of June, 1975.

Walter W. Doeringsfeld, Jr.

WALTER W. DOERINGSFELD, JR.
666 RIVER AVENUE
DENVER, COLORADO 80221

Address: 666 River Ave.
Denver, Colo. 80221

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 11th day of June, 1975, before me personally appeared Walter W. Doeringsfeld, Jr. to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires 4-8-78

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197__, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract : 48

[redacted] ATIFICATION [redacted] OINDER OF

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Develop-ment and operations of the subject Unit Area, dated December 9, 197_, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 19th day of June, 1975.

John E. Oaks

John E. Oaks

Address: 4041 So. Dexter
Englewood, Colo. 80110

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 19th day of June, 1975, before me personally appeared John E. Oaks to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

Ruth A. Ustick
Notary Public

My commission expires

My Commission expires November 7, 1978

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197__, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

Tract : 50

RATIFICATION AND JOINDER OF

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and operations of the subject Unit Area, dated October 8, 197 4, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 10th day of June, 197 5.

A.G. Andrikopoulos, a single man

Address: P.O. Box 788
Cheyenne, WYoming 82001

STATE OF W Y O M I N G)
: ss
COUNTY OF L A R A M I E)

On this 10th day of June, 197 5, before me personally appeared A. G. Andrikopoulos, a single man to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires July 15, 1975

Notary Public
Estelle C. Haefele

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197__, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract : [redacted] 1 [redacted] [redacted]

[redacted] RATIFICATION [redacted] JOINDER OF

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and operations of the subject Unit Area, dated October 8, 197 5, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 10th day of June, 1975.

James W. Haefele

Address: 6202 Rue Royale Drive
Cheyenne, Wyoming 82001

STATE OF Wyoming)
: ss
COUNTY OF Laramie)

On this 10th day of June, 1975, before me personally appeared James W. Haefele, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires May 17, 1979

Notary Public
Gale O. Kelly

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197__, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract : 51

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated December 1, 1971, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and hereby approves, adopts, and ratifies said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may hereafter be acquired by the undersigned (whether acquired by farmout, option agreement or otherwise) including any future interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 31st day of October, 1974.

James LaBoy

Address P. O. Box 2187
Cheyenne, Wyoming 82001

STATE OF Wyoming)
: ss
COUNTY OF Laramie)

On this 31st day of October, 1974, before me personally appeared James LaBoy, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

Patricia L. Kennedy - Notary Public
STATE OF WYOMING
My Commission Expires Nov. 5, 1977

My commission expires

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Yellow Point Ridge Unit Area, County of Sublette, State of Wyoming, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

The undersigned hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 197-.

L. A. Johnson

Address P. O. Box 3140
Casper, Wyoming 82601

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1974, before me personally appeared _____, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

_____
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197-, before me appeared _____, to me personally known, who being by me duly sworn did say he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

_____
Notary Public

My commission expires

Trust 54

R 11O W

FMC ETAL
23
W 5185

MILLER
36
W35959

FARMERS UNION
PT. 10

FMC ETAL
7
W0319864

PENNZOIL
34

FARMERS UNION
PT. 5
W 301

FMC ETAL
12
A 3469

32

33

34

SPRINGBERG ETAL
38

FMC ETAL
PT. 14

PT 14

FMC ETAL
15

AZTEC
9

FMC ETAL
4

FMC ETAL
PT. 14
W 3767

W 3767

W 301

W 5089

W 0318327

4 39.02 | 3 39.21 | 2 39.41 | 1 39.60

4 39.74 | 3 39.81 | 2 39.89 | 1 39.96

4 40.00 | 3 40.01

2 40.01 | 1

FMC ETAL
28
W 20517

W 0321423

FMC ETAL

AZTEC

FMC ETAL
27

FMC ETAL
21

29

W 11591

W 5579

W 2051

5

6

4

3

NORTHERN NATURAL

DAVIS

637.24

639.40

640.04

PT. 48

W 48190

W0318954

W 43357

NORTHERN NATURAL

42

9

9

10

FMC ETAL

PT. 2

W 43357

W 43358

W0318323

FOSTER

FMC ETAL

PT. 44

54

43

17

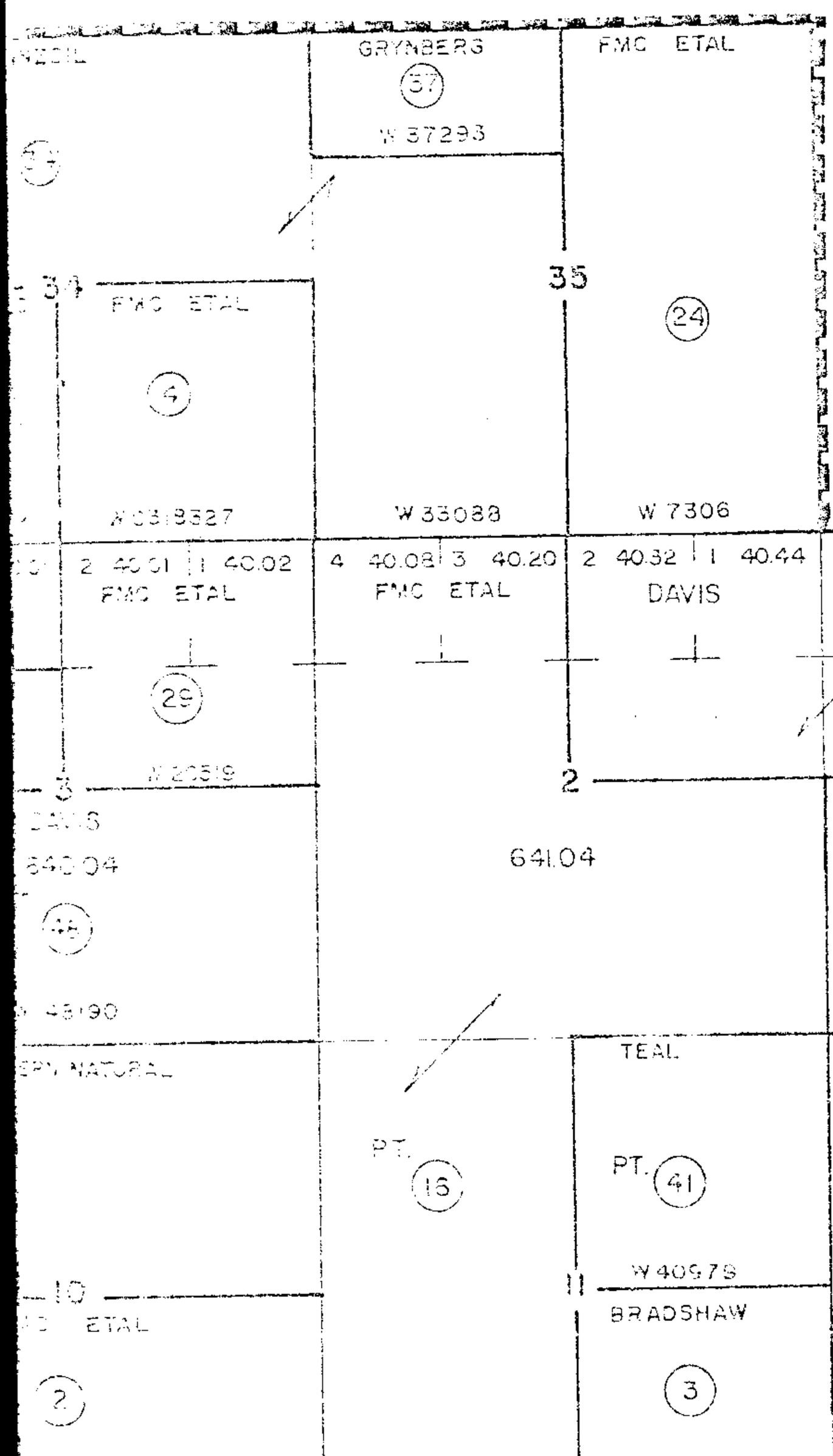
15

[redacted]

[redacted]

[redacted]

110 W


GRYNBERS
37
W 37293
FMC ETAL
24
35
34
FMC ETAL
4
N 0318327
W 33088
W 7306
2 40.01 1 40.02
FMC ETAL
4 40.08 3 40.20
FMC ETAL
2 40.32 1 40.44
DAVIS
4 40.44 3 40.31 2 40.19 1 40.06
1
2739
3 40.21
FMC
29
N 20519
PT.
48
W 48190
5
27.25
2
1
FMC ETAL
FMC ETAL
6
2715
16
W5106
641.04
641.00
PT. 2
7
2705
W 48190
W0318323
W 56
EPY NATURAL
TEAL
NO. NATURAL
NO. NAT'L.
1
26.93
PT.
16
PT. 41
50
PT.
35
2
26.94
W35958
10
ETAL
12
W 40979
11
BRADSHAW
3
3
26.90
2
5
4
26.86
W 48191
W0318324
NO. NATURAL
FMC ETAL
1
26.93
PT.
2
43
2
27.13
15
W 5106
14
13
W0318323
FMC ETAL
3
2731
PT. 16
FMC ETAL
35

R 109 W

40.64 | 2 40.62 | 1 40.61 | 4 40.58 | 3 40.53 | 2 40.49 | 1 40.44 | 4 40.39 | 3 40.34 | 2 40.28 | 1 40.23

FMC ETAL

31

5

642.52

4

642.04

3

641.24

W 20524

W 20525

FMC ETAL

16

8

9

32

10

W 21873

FMC ETAL

MARSHALL & WINSTON, INC.

33

47

17

15

15

SF-4553
STATE

W44734

FMC ETAL

BRIDWELL

6

W 43859

FMC ETAL

(13)

20

W3766

[redacted]

73-R1027
STATE

W44279

ANADARKO

(46)

21

FMC ETAL

25

FOSTER

PT. (44)

28

W 43859

W8711

[redacted]

W43868

FMC ETAL

(26)

W43860

COOK

PT. (45)

22

NO. NATURAL

(39)

W38498

27

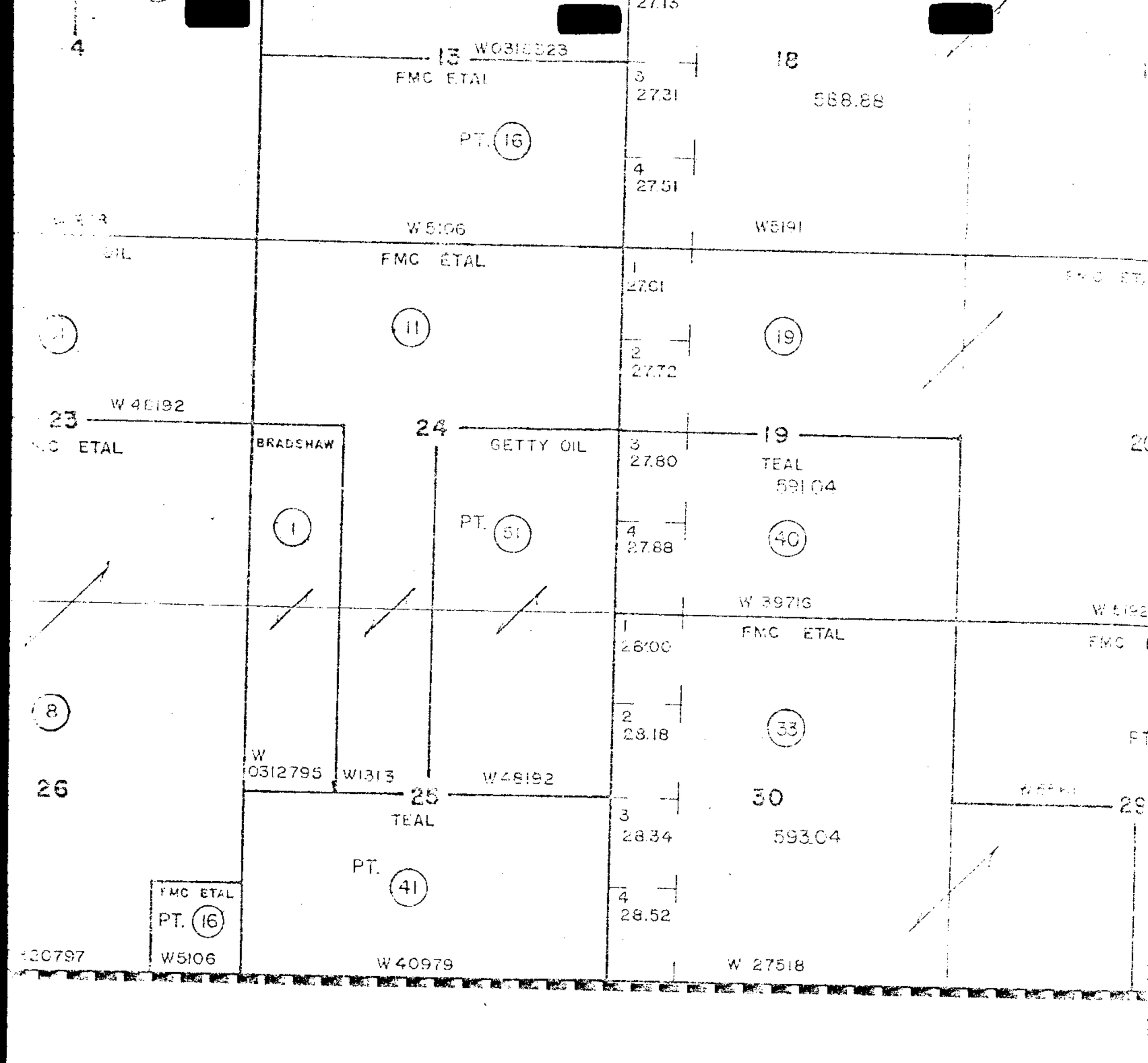
COOK

PT. (15)

W 43860

FEDERAL LEASE NUMBERS

W 0312795	W 5106
0318323	5123
0318324	5191
0318327	5192
0318946	5561
0318954	5570
0318964	5645
0320797	6185
0321428	7306
301	8711
1313	9563
3469	11591
3766	20517
3767	20518
5080	20524
5089	20525



UNIT BOUNDARY

TRACT BOUNDARY

TRACT NO. (2)

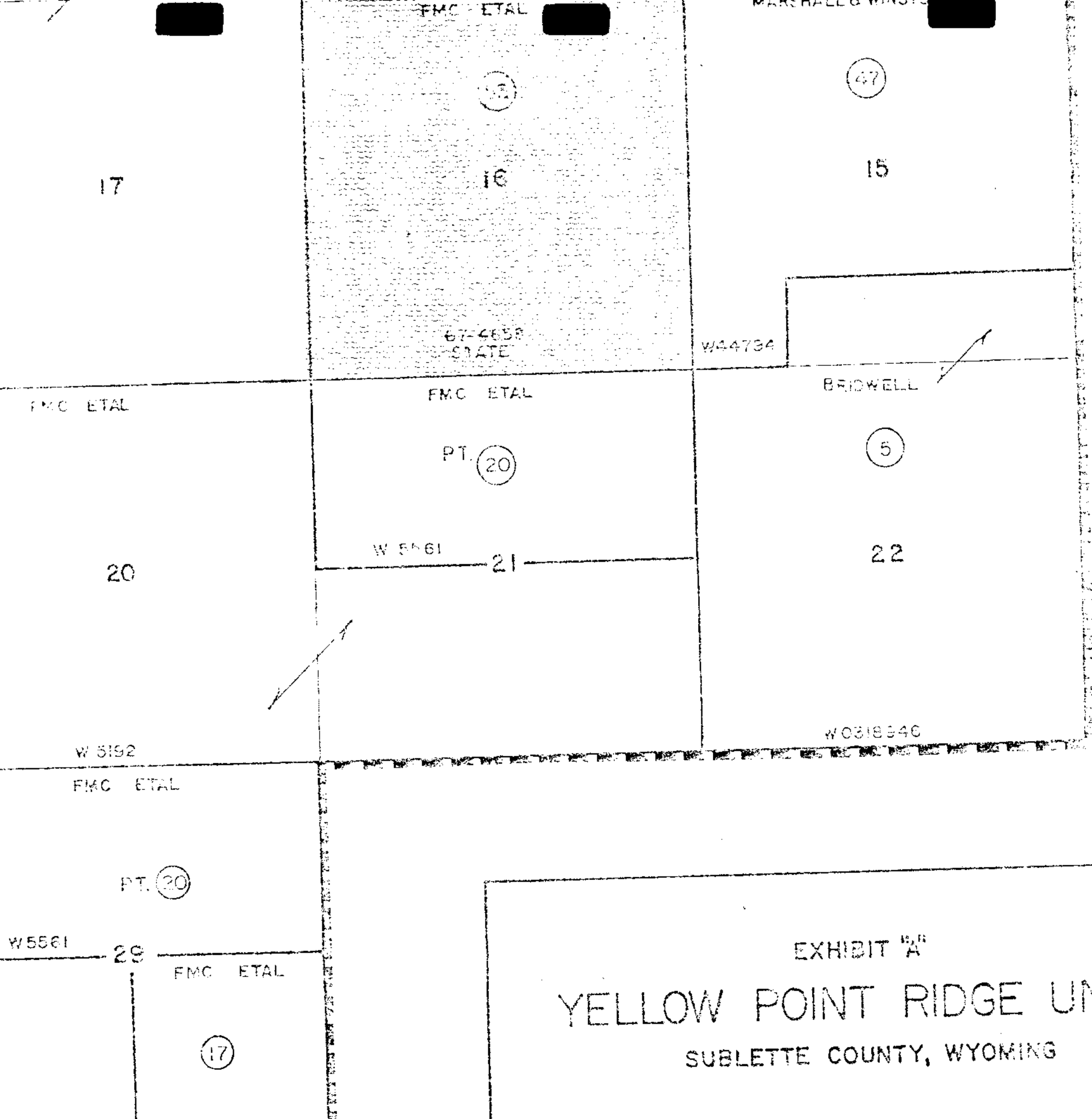


EXHIBIT "A"

YELLOW POINT RIDGE UNIT

SUBLETTE COUNTY, WYOMING

8-1-74

10-8-74

FEDERAL	27,915.17 ±	95.62%
STATE	1,280.00	4.38
TOTAL	29,195.17	100.00%

EXHIBIT "B"
Schedule Showing The Percentage and Kind of Ownership of Oil and Gas Interests
YELLOW POINT RIDGE UNIT
SUBLETTE COUNTY, WYOMING

10-8-74 Rev. 7-24-75

U.S. GEOLOGICAL SURVEY
CASPER, WYOMING

Tract No.	Description of Land	Number of Acres	Serial No. and Expiration date of Lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty And Percentage	Working Interest and Percentage
	FEDERAL LAND						
1	Not Used						
2	T27N-R110W Sec. 1: SW¼, NW¼SE¼, S½SE¼ 10: S½ 13: N½	920.00	W-0318323 7-31-75	U. S. A.	All	William G. Helis Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott 3.50	William G. Helis Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00
3	T27N-R110W Sec. 11: SE¼ 12: SW¼SW¼	200.00	W-0318324 7-31-75	U. S. A.	All	Davis Oil Company 100.00	F. J. Bradshaw 5.00	Davis Oil Company 100.00
4	T28N-R110W Sec. 34: SE¼	160.00	W-0318327 7-31-75	U. S. A.	All	William G. Helis Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott 3.50	William G. Helis Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00
5	T27N-R109W Sec. 15: S½SE¼, SE¼SW¼ 22: All	760.00	W-0318946 8-31-75	U. S. A.	All	J. S. Bridwell Estate 100.00	None	J. S. Bridwell Estate 100.00

Rev. 6-2-75
7-24-75
8-11-75

47	T27N-R109W Sec. 15: N½, N½S½, SW¼SW¼	520.00	W-44794 4-30-84	U. S. A.	All	Marshall & Winston, Inc.	100.00	Phillip E. Flanagan	5.00	Marshall & Winston, Inc.	100.00
48	T27N-R110W Sec. 1: Lots 1,2, 3,4, S½N½ 2: Lots 1,2, S½NE¼ T27N-R110W Sec. 3: S½	801.76	W-48190 11-30-84	U. S. A.	All	Davis Oil Company	100.00	Willadean M. Arata Walter W. Doeringsfeld, Jr. Justin E. Arata	.50 2.25 2.25	Davis Oil Company	100.0
49	Not Used										
50	T27N-R110W Sec. 12: W½NE¼, N½SW¼, SE¼SW¼ NW¼, SE¼	520.00	W-48191 11-30-84	U. S. A.	All	Northern Natural Gas Company	100.00	John E. Oaks A. G. Andrikopoulos	.25 4.75	Northern Natural Gas Company	100.00
51	T27N-R110W Sec. 23: N½ 24: SE¼ 25: NE¼	640.00	W-48192	U. S. A.	All	Getty Oil Company	100.00	James W. Haefele A. G. Andrikopoulos	.50 4.50	Getty Oil Company	100.0
52	T27N-R110W Sec. 24: W½SW¼ 25: W½NW¼	160.00	W-49630 3-31-85	U. S. A.	All	Barbara Hennifin	100.00	None		Barbara Hennifin	100.00
	50 Federal Tracts	27,915.17 acres or 95.62% of unit area									
	STATE LAND										
53	T27N-R109W Sec. 16: All	640.00	67-4658 5-1-77	State of Wyoming	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott James F. LaCoy	3.00 .50	William G. Helis, Estate FMC Corporation Raymond Chorney	40.00 40.00 20.00

10-8-74

6	T27N-R110W Sec. 5: Lots 1,2, 3,4, S½, S½ N½	637.24	W-0318954 8-31-75	U. S. A.	All	Aztec Oil & Gas Company	100.00			Aztec Oil & Gas Company	100.00
7	T28N-R110W Sec. 33: NE¼	160.00	W-0319864 10-31-75	U. S. A.	All	William G. Helis, Estate FMC Corporation Davis Oil Company Texas Gas Exploration Corporation	33.34 33.33 16.67 16.66	Estelle Wolf Robert W. Scott	3.00 .50	William G. Helis, Estate FMC Corporation Raymond Chorney Texas Gas Exploration Corporation	33.34 33.33 16.67 16.66
8	T27N-R110W Sec. 23: S½ 26: N½, SW¼, N½ SE¼, SW¼ SE¼	920.00	W-0320797 11-30-75	U. S. A.	All	William G. Helis, Estate FMC Corporation Davis Oil Company Texas Gas Exploration Corporation	33.34 33.33 16.67 16.66	Robert W. Scott Donald E. Allen	1.50 2.00	William G. Helis, Estate FMC Corporation Raymond Chorney Texas Gas Exploration Corporation	33.34 33.33 16.67 16.66
9	T27N-R110W Sec. 3: Lots 3,4 T28N-R110W Sec. 34: E½ SW¼	160.01	W-0321428 12-31-75	U. S. A.	All	Aztec Oil & Gas Company	100.00			Aztec Oil & Gas Company	100.00
10	T28N-R110W Sec. 32: SW¼ NW¼ 33: W½	360.00	W-301 7-31-76	U. S. A.	All	Farmers Union Central Exchange, Inc.	100.00	William H. Short, Jr. Franklin Knobel	2.50	Farmers Union Central Exchange, Inc.	100.00

10-8-74
Rev. 7-15-75 Rev. 7-24-75

11	T27N-R110W Sec. 24: N½, E½ SW¼ 25: E½ NW¼	480.00	W-1313 9-30-76	U. S. A.	All	William G. Helis, Estate	33.34	Paul T. Walton	2.00	William G. Helis, Estate	33.34
						FMC Corporation	33.33	Robert W. Scott	1.50	FMC Corporation	33.33
						Davis Oil Company	16.67			Raymond Chorney	16.67
						Texas Gas Exploration Corporation	16.66			Texas Gas Exploration Corporation	16.66
12	T28N-R110W Sec. 32: SE¼ NW¼	40.00	W-3469 1-31-77	U. S. A.	All	William G. Helis, Estate	40.00	Robert W. Scott	3.50	William G. Helis, Estate	40.00
						FMC Corporation	40.00			FMC Corporation	40.00
						Joan Chorney	20.00			Joan Chorney	20.00
13	T27N-R110W Sec. 20: All	640.00	W-3766 1-31-77	U. S. A.	All	William G. Helis, Estate	33.3334	Robert W. Scott	3.50	William G. Helis, Estate	33.3334
						FMC Corporation	33.3333			FMC Corporation	33.3333
						Texas Gas Exploration Corporation	16.6667			Texas Gas Exploration Corporation	16.6667
						Nancy Novick	8.3333			Nancy Novick	8.333
						Peter Novick	2.7800			Peter Novick	2.780
						Michael Novick	2.7767			Michael Novick	2.7767
						David Novick	2.7766			David Novick	2.7766
14	T28N-R110W Sec. 32: SE¼, SW¼ SW¼	200.00	W-3767 1-31-77	U. S. A.	All	William G. Helis, Estate	40.00	Robert W. Scott	3.50	William G. Helis, Estate	40.00
						FMC Corporation	40.00			FMC Corporation	40.00
						Davis Oil Company	20.00			W. H. Brown	20.00
15	T28N-R110W Sec. 33: SE¼ 34: W½ SW¼	240.00	W-5089 4-30-77	U. S. A.	All	William G. Helis, Estate	40.00	Robert W. Scott	3.50	William G. Helis, Estate	40.00
						FMC Corporation	40.00			FMC Corporation	40.00
						Davis Oil Company	20.00			Raymond Chorney	20.00

16	T27N-R110W Sec. 1: NE¼ SE¼ 2: Lots 3,4, S½ NW¼, S½ 11: W½ 13: S½ 14: NW¼ 26: SE¼ SE¼	1360.28	W-5106 4-30-77	U. S. A.	All	William G. Helis, Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott	3.50	William G. Helis, Estate 40.00 FMC Corporation 40.00 Raymond Chorney 20.00		
17	T27N-R109W Sec. 29: SE¼	160.00	W-5123 4-30-77	U. S. A.	All	William G. Helis, Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott	3.50	William G. Helis, Estate 40.00 FMC Corporation 40.00 Raymond Chorney 20.00		
18	T27N-R109W Sec. 7: All 8: All 17: All 18: All	2456.56	W-5191 4-30-77	U. S. A.	All	William G. Helis, Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott	3.50	William G. Helis, Estate 40.00 FMC Corporation 40.00 Raymond Chorney 20.00		
19	T27N-R109W Sec. 19: Lots 1,2, E½ NW¼, NE¼ 20: All 21. S½	1255.36	W-5192 4-30-77	U. S. A.	All	William G. Helis, Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott	3.50	William G. Helis, Estate 40.00 FMC Corporation 40.00 Raymond Chorney 20.00		
20	T27N-R109W Sec. 21: N½ 29: N½	640.00	W-5561 4-30-77	U. S. A.	All	William G. Helis, Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott	3.50	William G. Helis, Estate 40.00 FMC Corporation 40.00 Raymond Chorney 20.00		
21	T27N-R110W Sec. 3: S½ NW¼	80.00	W-5570 4-30-77	U. S. A.	All	William G. Helis, Estate 40.00 FMC Corporation 40.00 Davis Oil Company 20.00	Robert W. Scott	3.50	William G. Helis, Estate 40.00 FMC Corporation 40.00 Chorney Oil Company 20.00		

22	T27N-R109W Sec. 6: All	590.01	W-5645 4-30-77	U. S. A.	All	William G. Helis, Estate	40.00	Robert W. Scott	3.50	William G. Helis, Estate	40.00
						FMC Corporation	40.00			FMC Corporation	40.00
						Davis Oil Company	20.00			Raymond Chorney	20.00
23	T28N-R110W Sec. 32: N½ NW¼	80.00	W-6185 5-31-77	U. S. A.	All	William G. Helis, Estate	40.00	Marvin Wolf	3.00	William G. Helis, Estate	40.00
						FMC Corporation	40.00	Robert W. Scott	.50	FMC Corporation	40.00
						Davis Oil Company	20.00			Raymond Chorney	20.00
24	T28N-R110W Sec. 35: E½	320.00	W-7306 7-31-77	U. S. A.	All	William G. Helis, Estate	40.00	Lester C. Hotchkiss	2.00	William G. Helis, Estate	40.00
						FMC Corporation	40.00	Robert W. Scott	1.50	FMC Corporation	40.00
						Davis Oil Company	20.00			Joan Chorney	20.00
25	T27N-R110W Sec. 21: E½ 28: E½	640.00	W-8711 9-30-77	U. S. A.	All	William G. Helis, Estate	33.34	Robert W. Scott	1.50	William G. Helis, Estate	33.34
						FMC Corporation	33.33	Donald E. Allen	2.00	FMC Corporation	33.33
						Davis Oil Company	16.67			Raymond Chorney	16.67
						Texas Gas Exploration Corporation	16.66			Texas Gas Exploration Corporation	16.66
26	T27N-R110W Sec. 15: SE¼ SE¼	40.00	W-9563 11-30-77	U. S. A.	All	William G. Helis, Estate	40.00	Donald F. Short	3.50	William G. Helis, Estate	40.00
						FMC Corporation	40.00			FMC Corporation	40.00
						Davis Oil Company	20.00			Chorney Oil Company	20.00
27	T27N-R110W Sec. 4: S½ N½	160.00	W-11591 3-31-78	U. S. A.	All	William G. Helis, Estate	40.00	Donald F. Short	3.50	William G. Helis, Estate	40.00
						FMC Corporation	40.00			FMC Corporation	40.00
						Davis Oil Company	20.00			Chorney Oil Company	20.00

28	T27N-R110W Sec. 4: Lots 1,2, 3,4	159.40	W-20517 2-28-77	U. S. A.	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00
29	T27N-R110W Sec. 3: Lots 1,2, $S\frac{1}{2}NE\frac{1}{4}$	160.03	W-20519 4-30-77	U. S. A.	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00
30	T27N-R109W Sec. 5: $SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$	280.00	W-20524 4-30-77	U. S. A.	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00
	T27N-R109W Sec. 3: Lots 1,2, 3,4, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $S\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ 4: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ 5: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $NE\frac{1}{4}SE\frac{1}{4}$	1605.80	W-20525 4-30-77	U. S. A.	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00
2	T27N-R109W Sec. 3: $SE\frac{1}{4}SE\frac{1}{4}$ 9: All 10: All	1320.00	W-21873 4-30-77	U. S. A.	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00

33	T27N-R109W Sec. 29: SW¼ 30: Lots 1,2, 3,4, E½, E½W½	753.04	W-27518 2-28-81	U. S. A.	All	William G. Helis Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Van B. Hales	3.00	William G. Helis, Estate FMC Corporation Chorney Oil Company Texas Gas Exploration Corporation	33.33 33.33 16.67 16.67
34	T28N-R110W Sec. 34: N½ 35: S½NW¼, SW¼	560.00	W-33088 1-31-82	U. S. A.	All	Pennzoil Company	100.00	None		Pennzoil Company	100.00
35	T27N-R110W Sec. 12: E½NE¼ 14: E½, SW¼	560.00	W-35958 7-31-82	U. S. A.	All	Northern Natural Gas Company	100.00	Jas. O. Breene	5.00	Northern Natural Gas Company	100.00
36	T28N-R110W Sec. 32: NE¼	160.00	W-35959 7-31-82	U. S. A.	All	Duncan Miller	100.00	None		Duncan Miller	100.00
37	T28N-R110W Sec. 35: N½NW¼	80.00	W-37293 11-30-82	U. S. A.	All	Jack J. Grynberg	100.00	None		Jack J. Grynberg	100.00
38	T28N-R110W Sec. 32: NW¼SW¼, E½SW¼	120.00	W-37667 1-31-83	U. S. A.	All	Sweet Pea Oil & Gas, Inc. Jack J. Grynberg	50.00 50.00	None		Sweet Pea Oil & Gas, Inc. Jack J. Grynberg	50.00 50.00
39	T27N-R110W Sec. 27: N½	320.00	W-38498 2-28-83	U. S. A.	All	Northern Natural Gas Company	100.00	Jas. O. Breene	5.00	Northern Natural Gas Company	100.00

40	T27N-R10SW Sec. 19: Lots 3,4, E½SW¼, SE¼	295.68	W-39716 5-31-83	U. S. A.	All	Teal Petroleum Company	100.00	Morton Davis C. E. Strange	2.00 2.00	Teal Petroleum Company	100.00
41	T27N-R11OW Sec. 11: NE¼ 25: S½	480.00	W-40979 8-31-83	U. S. A.	All	Teal Petroleum Company	100.00	C. E. Strange	4.00	Teal Petroleum Company	100.00
42	T27N-R11OW Sec. 4: S½ 8: All	960.00	W-43857 2-29-84	U. S. A.	All	Northern Natural Gas Company	100.00	Shirley A. Potestio	5.00	Northern Natural Gas Company	100.00
43	T27N-R11OW Sec. 9: All 10: N½ 15: N½, N½S½, S½SW¼, SW¼SE¼	1560.00	W-43858 2-29-84	U. S. A.	All	Northern Natural Gas Company	100.00	Tom Panos Wm. S. A. Johnson	4.75 .25	Northern Natural Gas Company	100.00
44	T27N-R11OW Sec. 17: All 28: W½	960.00	W-43859 2-29-84	U. S. A.	All	Vernon L. Foster, Jr.	100.00	None		Vernon L. Foster, Jr.	100.00
45	T27N-R11OW Sec. 22: All 27: S½	960.00	W-43860 2-29-84	U. S. A.	All	D. L. Cook	100.00	None		D. L. Cook	100.00
46	T27N-R11OW Sec. 21: W½	320.00	W-44279 5-31-84	U. S. A.	All	Anadarko Production Company	100.00	None		Anadarko Production Company	100.00

54	T27N-R110W Sec. 16: All	640.00	73-11027 1-1-83	State of Wyoming	All	FMC Corporation Davis Oil Company*	50.00 50.00	A. A. Johnson	3.00	FMC Corporation Chorney Oil Company	50.00 50.00

2 State Tracts 1,280.00 acres or 4.39% of unit area

TOTAL ACRES 29,195.17 Acres

* Assignment from Chorney Oil Company to Davis Oil Company
Pending Approval by BLM

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 5th day of September 19 74

by and between Harry Paul Smith, as Guardian for Roberta Hays, a minor
4150 Bonilla Drive, Apartment 111
San Diego, California 92115

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: Township 35 North, Range 113 West, 6th P.M.

Sec. 1: N/2 SW/4, SE/4 SW/4, SE/4
Sec. 2: SE/4, E/2 SW/4
Sec. 3: S/2 SE/4
Sec. 8: SE/4 NE/4, SE/4
Sec. 9: E/2, SW/4, S/2 NW/4
Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Sec. 11: S/2 NW/4, NW/4 NW/4
Sec. 12: NE/4, E/2 NW/4, NE/4 SE/4
Sec. 15: N/2 NW/4

and containing --2,160.00-- 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 San Diego Federal Savings and Loan Bank at [redacted] La Jolla, Ca. 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 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] 8 30E08 67

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)

X _____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF California }
COUNTY OF San Diego } 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 6 day of June, 19 75, personally appeared Harry Paul Smith, as Guardian for Roberta Hays, a minor, 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 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 November 7, 1978

OFFICIAL SEAL
LYSA GARRETT
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires November 7, 1978

_____
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 28th day of July, A.D., 1975, at 11:30 o'clock A.M., and duly recorded in Book 5004, Page 555 of the records of this office.

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded Return to _____

Fees, $5.75

149500

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 OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Bldg., Denver, Colorado 80202 hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

PAUL MESSINGER, an individual
and
MARLIS E. SMITH, an individual

hereinafter called Assignee, an overriding royalty interest of an undivided 1.5% to Paul Messinger and an undivided .75 of 1% to Marlis E. Smith, being a total of 2.25% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, or any extensions or renewals thereof, to-wit:

D-5537 Oil and Gas Lease effective September 1, 1974, from The United States of America, as Lessor, to Robert E. Hudson, as Lessee, bearing Serial No. W-46967 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 26 North, Range 108 West 6th P.M.
Section 33: S/2
Section 34: S/2

D-5488 Oil and Gas Lease effective September 1, 1972, from The United States of America, as Lessor, to B. J. Bradshaw, as Lessee, bearing Serial No. W-34460 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 26 North, Range 108 West 6th P.M.
Section 23: All
Section 25: All

AND, an overriding royalty interest of an undivided 1.388888% to Paul Messinger and an undivided .694444 of 1% to Marlis E. Smith, being a total of 2.083332% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, or any extensions or renewals thereof, to-wit:

D-5804 Oil and Gas Lease effective March 1, 1974, from The United States of America, as Lessor, to G. G. Hiller, as Lessee, bearing Serial No. W-43849 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 25 North, Range 109 West 6th P.M.
Section 22: All
Section 23: W/2
Section 26: W/2

D-5829 Oil and Gas Lease effective February 1, 1975, from The United States of America, as Lessor, to Edward Poitevent, as Lessee, bearing Serial No. W-48828 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 24 North, Range 110 West 6th P.M.
Section 28: W/2NE/4, SE/4NE/4, W/2, SE/4

149552

RECORDED September 2 19 75 10:00 A M
IN BOOK 51 Oil & Gas PAGE 557
FEES $10.50 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen L. Neely

557

D-5800 Oil and Gas Lease effective October 1, 1974, from The United States of America, as Lessor, to Stanley W. Crosby, as Lessee, bearing Serial No. W-47398 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 24 North, Range 111 West 6th P.M.
Section 13: N/2
Section 23: S/2

D-5824 Oil and Gas Lease effective October 1, 1974, from The United States of America, as Lessor, to N. S. Grove, as Lessee, bearing Serial No. W-47392 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 24 North, Range 110 West 6th P.M.
Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 4: S/2
Section 9: S/2
Section 10: All
Section 15: S/2

D-5803 Oil and Gas Lease effective December 1, 1965, from The United States of America, as Lessor, to W. D. Hewitt, as Lessee, bearing Serial No. W-0320763 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 24 North, Range 108 West 6th P.M.
Section 1: All
Section 2: All

AND, an overriding royalty interest of an undivided 1.25% to Paul Messinger and an undivided .625 of 1% to Marlis E. Smith, being a total of 1.875% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, or any extesnsions or renewals thereof, to-wit:

D-5479 Oil and Gas Lease effective December 1, 1974, from The United States of America, as Lessor, to Willedean M. Arata, as Lessee, bearing Serial No. W-48190 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 27 North, Range 110 West 6th P.M.
Section 1: Lots 1, 2, 3, 4, S/2N/2
Section 2: Lots 1, 2, S/2NE/4
Section 3: S/2

D-5518 Oil and Gas Lease effective August 1, 1965, from The United States of America, as Lessor, to F. J. Bradshaw, as Lessee, bearing Serial No. W-0318324 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 27 North, Range 110 West 6th P.M.
Section 11: SE/4
Section 12: SW/4SW/4

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 13th day of August, 1975.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

Evidence of authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of August, 1975 by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
April 8, 1978

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned MARJORIE B. CRAIG
1254 Monaco Pkwy., Denver, Colorado 80220
(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto INVICTA CORPORATION
518-17th St., Suite #1050
Denver, Colorado 80202 of _____,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 3½ % of 8/8ths... of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

STATE OF WYOMING, COUNTY OF SUBLETTE:

FEDERAL OIL AND GAS LEASE, SERIAL No: W-10615, Issued Feb. 1, 1968.

TWP 36 North, Range 112 West, 6th PM:

Section 21: N½S½, SE¼SE¼
Section 27: NW¼NW¼, SE¼NW¼
Section 29: SE¼NE¼
Section 32: W½E½
Containing 480.00 acres.

Together with any and all reversionary rights created in the assignment of this lease to: CARL W. KLAENHAMMER
1335 S. Wolcott, Casper, WYO 82601
(dated Jan. 29, 1968)

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this _____ day of AUG 7 1975, 19____.

149636

RECORDED September 8 1975 9:00 A.M
IN BOOK 51 O&G PAGE 561
FEES 3.00 Lois J. Wake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Burton

Marjorie B. Craig

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this AUG 7 1975 day of _____, 19____, by Marjorie B. Craig

Witness my hand and notarial seal.
My commission expires 10-14-75

Joseph H. Miller
Notary Public

562

TATLOCK'S
1960 COURT PLACE
DENVER, COLORADO 80202
PHONE
(303) 266-1681

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned C. R. CRAIG
2501 Continental Natl Bank Bldg., Fort Worth, Texas 76102
(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto INVICTA CORPORATION
518-17th St., Suite #1050
Denver, Colorado 80202 of _____,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 3½ % of 8/8ths... of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

STATE OF WYOMING, COUNTY OF SUBLETTE:

FEDERAL OIL AND GAS LEASE, SERIAL No: W-10617, Issued Feb. 1, 1968.

TWP 36 North, Range 112 West, 6th PM:

Section 21: S½SW¼
Section 27: SW¼NW¼, [redacted], SW¼
Section 32: E½E½
Section 34: All
Containing 1080.00 acres.
Together with any and all reversionary rights created in the assignment of this lease to: CARL. W. KLAENHAMMER, 1335 S. Wolcott,
Casper, WYO 82601
(dated Jan. 30, 1968)(Approved 3/1/68)

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this _____ day of AUG 6 1975, 19____.

149637

RECORDED September 19 75 2:05 P.M.
IN BOOK 51 Oil & Gas PAGE 562
FEES 3.00 Carol Wall COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Pinder

C. R. Craig

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this AUG 6 1975 day of _____, 19____, by C. R. CRAIG
Witness my hand and notarial seal.
My commission expires 10-14-75

Joseph T. Price
Notary Public

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned MARJORIE B. CRAIG
1254 Monaco Pkwy., Denver, Colorado 80220
(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto INVICTA CORPORATION
518-17th St., Suite #1050
Denver, Colorado 80202 of ,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 4% of 8/8ths... of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

STATE OF WYOMING COUNTY OF SUBLETTE:

FEDERAL OIL AND GAS LEASE, SERIAL No: W-29919, Issued August 1, 1971.

TWP 31 North, Range 114 West, 6th PM:

Section 10: S½
Section 11: E E½
Section 12: W½

Containing 960.00 acres.

Together with any and all reversionary rights contained in the assignment of this lease to: SUN OIL COMPANY, PO Box 2039,
Tulsa, Oklahoma 74102
(dated August 6, 1971)

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this _____ day of AUG 7 1975, 19____.

Marjorie B. Craig
Marjorie B. Craig

149638

RECORDED September 8 1975 9:00 A.M
IN BOOK 5 of Misc PAGE 563
FEES 3.00 Doc 9 Pole COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benson

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this AUG 7 1975 day of _____, 19____, by Marjorie B. Craig
Witness my hand and notarial seal.
My commission expires 10-14-75

Joseph H. Rees
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. W-49638

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Cities Service Oil Company
Box 300
Tulsa, Oklahoma 74102

1-07X6- 4904378
4904378
File

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1975, 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. 30 N., R. 114 W., 6th Prin. Mer.
Section 11: SE¼
Section 12: SE¼NE¼, S½NW¼, W½SW¼, SE¼SW¼, S½SE¼
Containing a total of 480.00 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.)* Five Percent (5%) of 8/8ths overriding royalty

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 28th day of March, 19 75

C E Strange
(Assignor's Signature)

P. O. Box 61
(Assignor's Address)

C.E.STRANGE

Bakersfield, California 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

Assignment approved effective JUL 1 1975

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 7 1975
(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
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.

By acceptance of this assignment Assignee covenants and agrees that the overriding royalty herein reserved constitutes a substantial part of the consideration for the 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. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interest other than those existing on the date hereof.

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

149810

RECORDED Sept 18 19 75 9.00 AM
IN BOOK 102 & Gas PAGE 565
FEES $ 10.00 Paid Utah COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Ellen F. Dielu

(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)

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

4. *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 }
COUNTY OF KERN } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of March, 19 75, 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.

LAURA ZINN
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES DECEMBER 3, 1977

My Commission Expires ...

Laura Zinn
Notary Public...

GPO 831-821

RETURN TO
CITIES SERVICE OIL COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

No. 950C.—Bradford-Robinson Printing Company, 1824-46 Stout Street, Denver, Colorado
FORM 88 UNIT—WYO.-COLO.

503

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 4th day of August, 19 75, by and between Patricia Ramage Stedman and husband, Harry J. Stedman 249 Verano Drive #14, Santa Barbara, California 93110, party of the first part, hereinafter called lessor (whether one or more) and BELCO PETROLEUM CORPORATION, 9485 W. Colfax Ave., Lakewood, Colo. 80215, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit: Certain portions of the following described lands which lie east or above the line of survey of the High Line Canal, to wit:

Township 28 North, Range 111 West	Township 29 North, Range 111 West
Sec. 5: Lot 2, SE/4NW/4, W/2SW/4	Sec. 34: W/2SW/4
Sec. 7: E/2E/2	
Sec. 18: E/2SW/4	
Sec. 19: Lot 1	

Containing 150.00 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

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

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (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 Security Pacific National Bank Bank at 3851 State St., Santa Barbara, Ca. 93105 or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of One hundred and fifty 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 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 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. 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 paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the terms of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the lease premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment 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 payments which may fall due under this lease may be made to Lessors in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All 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 sufficent 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 lessees.

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.

X Patricia Ramage Stedman
Patricia Ramage Stedman (SS#547-12-6228)

X Harry J. Stedman
Harry J. Stedman

ACKNOWLEDGMENT

STATE OF California }
County of Santa Barbara } ss.

On this 7th day of August, 19 75, before me personally appeared Patricia Ramage Stedman and Harry J. Stedman to me known to be the person S described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 7th day of August, 19 75

My Commission Expires August 5, 1978 Notary Public.

OFFICIAL SEAL
LIA E. EDWARDS
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Expires Aug. 5, 1978

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF ..... }
County of ..... } ss.

On this ..... day of ....., 19....., before me personally appeared .....
..... to me known to be the person ..... described in and who executed the foregoing instrument and acknowledged that ..... executed the same as ..... free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

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

My Commission Expires ..... Notary Public.

MONTANA ACKNOWLEDGMENT

STATE OF ..... }
County of ..... } ss.

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

Witness my hand and official seal.

.....

My Commission Expires ..... Notary Public within and for the State of .....

Residing at .....

No. 14981B

OIL AND GAS LEASE

FROM .....

TO .....

State of Wyoming
Sublette

This instrument was filed for record on the 18th day of August, A.D. 19 75, at 9 o'clock, A M., and duly recorded in Book A-13, Page 580 of this office.

Lois A. Lyle
County Clerk—Register of Deeds.

By Edna L. Nelson Deputy.

When recorded return to

Fee $4.50

8-65 THE BRADFORD-ROBINSON PTG. CO., DENVER

COLORADO ACKNOWLEDGMENT

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.

P. O. .....

F 0

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

LAND DEPT. FORM NO. 9

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-011160

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That W. B. Hoffhine, P. O. Box 2042, Casper, Wyoming 82601

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

NAME	ADDRESS	PER CENT
Ralph M. Frye	P. O. Box 526 Seneca, Missouri 64865	1.00

FILED FOR RECORD AT REQUEST OF
SUBLETTE COUNTY, WYOMING
1975 AUG 19 AM 11:23

Being in all a total of an undivided One percent (1.00%) 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 36 North, Range 112 West
Section 21 - $S\frac{1}{2}N\frac{1}{2}$
Section 20 - $SW\frac{1}{4}SE\frac{1}{4}$
Section 27 - $NE\frac{1}{4}NW\frac{1}{4}$
Section 29 - $W\frac{1}{2}E\frac{1}{2}$

149836

RECORDED Sept 19 1975 9:05 AM
IN BOOK 51 Oil & Gas PAGE 570
FEES $3.50 Lois J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Neely

Township Range containing 400.00 acres more or less.

WITNESS our hands this 12th day of August, 1975

Witnesses:

W. B. Hoffhine

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by W. B. Hoffhine

this 12th day of August 1975

Notary Public

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 18th day of August , 19 75

Ralph M. Frye
(Assignee's Signature)

Ralph M. Frye

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 526, Seneca, Missouri 64865
(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 .....
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.

OIL AND GAS FORM NO. 8

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

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-011160

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That RALPH M. FRYE, P. O. Box 526, Seneca, Missouri 64865

..... , 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
Rush B. Locke	P.O. Box 686 Casper, WY 82601	1.00

149837

RECORDED Sept 19 19 75 9:00 A M
IN BOOK 51 Oil & Gas PAGE 572
FEES $4.50 Louis J. Urbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen L. Neely

Being in all a total of an undivided One percent (1.00%) 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 36 North, Range 112 West
Section 21: S½N½
Section 20: SW¼SE¼
Section 27: NE¼NW¼
Section 29: W½E½

~~Section Township Range~~ containing 400.00 acres more or less.

WITNESS our hands this 22nd day of August, 19 75

Witnesses:

RALPH M. FRYE

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Ralph M. Frye

this 28th day of August, 19 75

Marjorie M. Bracken
Notary Public

Witness my hand and official seal. Marjorie M. Bracken – Notary Public
My Commission Expires: [redacted] State of

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 2nd day of September, 19 75.

(Assignee's Signature)

Rush B. Locke

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 686, Casper, WY 82601

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* 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)

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

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.

PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY

This Partial Assignment made and entered into this 19th day of September, 1975, by and between Bonnie J. Sorenson and David J. Sorenson, her husband, hereinafter referred to as "Assignor", and G. Dee Williamson, P. O. Box 2206, Roswell, New Mexico, hereinafter referred to as "Assignee".

WITNESSETH

WHEREAS, Assignor is the owner of an overriding royalty interest which was excepted and reserved in that certain Assignment of oil and gas lease dated August 29, 1975, from Assignor to C. A. Underwood, and under the terms of said reservation Assignor is entitled to receive three (3) percent of the market value at the wells of all the oil and gas which may be produced, saved and marketed under the terms of USA Oil and Gas Lease W-48821, dated February 1, 1975, insofar as it covers the following described lands located in Sublette County, Wyoming:

Township 34 North, Range 109 West, 6th Prin. Mer.

Section 23: W½SW¼, SE¼SW¼, SW¼SE¼

containing 160.00 acres, more or less.

WHEREAS, Assignor is desirous of assigning to Assignee an undivided one-half (1/2) interest in the above described overriding royalty.

NOW, THEREFORE, in consideration of $1.00 and other good and valuable considerations, Assignor does hereby sell, assign and convey to Assignee an undivided one-half (1/2) interest in and to the above described overriding royalty. The interest assigned herein shall be subject to the terms of the oil and gas lease embraced in said Assignment of oil and gas lease and shall also be subject to the terms of said Assignment of oil and gas lease.

IN WITNESS WHEREOF, this Assignment is executed as of the day and year first hereinabove written.

149942

RECORDED Sept 25 1975 9:00 A M
IN BOOK Oil & Gas PAGE 575
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen K. Kelly

Bonnie J. Sorenson
Bonnie J. Sorenson

David J. Sorenson
David J. Sorenson

Acknowledgment

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

On this 19th day of September, 1975, before me, the undersigned Notary Public, personally appeared Bonnie J. Sorenson and her husband, David J. Sorenson, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

My commission expires:

10-25-76

RA-309 (8/60)
Printed in U.S.A.

149943

RECORDED Sept 25 19 75 9 00 A M
IN BOOK 5104 Rec PAGE 576
FEES $ 5.50 Xcld Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen F. Reilly

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated 28 August 1975, from Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, as Lessors, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82601, as Lessee, recorded in Book _____, Page _____, of the County Clerk Records of Sublette County, Wyoming, is owned by Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82601, 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 5: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 6: Lots 6,7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 7: Lot 1, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 8: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 9: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 15: $W\frac{1}{2}W\frac{1}{2}$
Section 17: $E\frac{1}{2}NE\frac{1}{4}$

Township 33North, Range 114 West, 6th P.M.

Section 1: $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 12: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$

Containing 2, 193.87 acres, more or less, in Sublette County, Wyoming.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Frederick D. Guthrie and Lola M. Guthrie, husband and wife

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

CREDIT TO	DEPOSITORY ~~ADDRESS~~	AMOUNT
Gordon M. Mickelson & Margaret G. Mickelson, his wife, Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83112	$628.47
The First National Bank of Kemmerer, Guardian for the Estate of Dean G. Jewett, Kemmerer, Wyoming 83101	The First National Bank of Kemmerer, Kemmerer, Wyoming 83101	$628.47
Frederick D. Guthrie & Lola M. Guthrie, his wife, Route 2, Box 326, Nyssa, Oregon	Nyssa Branch, First National Bank of Oregon, Nyssa, Oregon	$936.93

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 9th day of September, 1975.

WITNESSES:

_____ _____ (SEAL)
Frederick D. Guthrie

_____ _____ (SEAL)

_____ _____ (SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF [redacted) SS.

COUNTY OF Nalheur)

I, [redacted], a Notary Public in and for said County and State, do hereby certify that Frederick D. Guthrie and Lois N. Guthrie, husband & wife to me personally known, and known to me to be the same person s described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 11th day of Sept., 19 75.

Notary Public in and for said County and State, residing at [illegible]

My Commission Expires: 9/2/79

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 _____ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

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

My Commission Expires: _____

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

RATIFICATION
AND RENTAL DIVISION ORDER

From

To

When recorded, return to

CORPORATE 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 who executed the foregoing instrument as _____ President of _____, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

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

My Commission Expires: _____

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

Producers 88 Spec.-
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made ... 11th ... September ... 75 ... by and between

Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband

of 805 South Western ~~Southeastern~~ Ave., Sioux Falls, S. D. ... 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 tel-egraph 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 33 North, Range 113 West, 6th P. M.
Section 25: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$

149944

RECORDED Sept 25 1975 9 oc A M
IN BOOK 51 Misc Rec PAGE 578
FEES $ 4.50 Doris Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ella F. Neely

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~seven (7) and containing 320.00 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 Park Ridge Branch, Valley National Bank at P. O. Box 1046, Sioux Falls, South Dakota 57101 ... or its successors, which shall continue as the depository regardless of changes in the ownership of 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. 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.

Our depository bank is Park Ridge Branch, Valley National Bank, P O Box 1046, Sioux Falls, S Dak 57101

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

In the Presence of:

Jean Brain

Carol Rice

Luella E. Nordlie (SEAL)
Luella E. Nordlie

Obed Nordlie (SEAL)
Obed Nordlie

(SEAL)

(SEAL)

(SEAL)

STATE OF South Dakota }
COUNTY OF Minnehaha } 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 September, 1975, personally appeared Luella E. Nordlie, formerly Luella E. Ball

and Obed Nordlie, 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 April 25, 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.

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____

Notary Public.

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County, _____

Term _____

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock ____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. [illegible]
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made ... 11th ... day of ... September ... 19 75 by and between

Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband

of 805 ~~Southwestern~~ South Western Ave., Sioux Falls, S. D. 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 32 North, Range 112 West, 6th P. M.
Section 7: Lots 4, 5, $NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 8: $SW\frac{1}{4}SW\frac{1}{4}$

Township 32 North, Range 113 West, 6th P. M.
Section 11: $N\frac{1}{2}S\frac{1}{2}$
Section 12: Lots 1, 2, $N\frac{1}{2}S\frac{1}{2}$

149945

RECORDED Sept 25 1975 9:00 AM
IN BOOK 51 Oil & Gas PAGE 580
FEES $ 4.50 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [signature]

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXseven (7) and containing 652.93 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 Park Ridge Branch, Valley National Bank at P. O. Box 1046, Sioux Falls, South Dakota 57101 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Six Hundred Fifty Two and 93/100 - - - - - - - - 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.

Our depository bank is Park Ridge Branch, Valley National Bank, P O Box 1046, Sioux Falls, S Dak 57101

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

In the Presence of:

[signature]

[signature]

[signature] (SEAL)
Luella E. Nordlie

(SEAL)

[signature] (SEAL)
Obed Nordlie

(SEAL)

(SEAL)

(SEAL)

STATE OF South Dakota }
COUNTY OF Minnehaha } 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 September, 19 75, personally appeared Luella E. Nordlie, formerly Luella E. Ball

and Obed Nordlie, 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 April 25, 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.

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

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Dated 19

No. Acres

County,

Term

This instrument was filed for record on the
day of 19, at
o'clock M., and duly recorded in
Volume Page
of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

RA-267 (8/60)
Printed in U.S.A.

582

RECORDED Sept 25 19 75 9:00 AM
IN BOOK 51 Oil & Gas PAGE 582
FEES $ 4.50 Lois G. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen L. Kelly

149946

RENTAL DIVISION ORDER

To: Thomas F. Stroock

You are the owner of a mineral lease dated August 28, 19 75, recorded in Volume ____, at page ____, of the County Clerk Records of Sublette County, State of Wyoming, between The First National Bank of Kemmerer, as Trustee of the Fear Family Trust Kemmerer, Wyoming 83101, as Lessors, and Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, as Lessee, insofar as said lease covers the following land situate in said County and State:

Township 32 North, Range 113 West, 6th P. M.
Section 10: $S\frac{1}{2}SE\frac{1}{4}$
Section 11: $SW\frac{1}{4}SW\frac{1}{4}$
Section 15: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 20: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

Each of the undersigned ratify, adopt and confirm, lease and let P. J. E. J. 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 ~~ADDRESS~~	AMOUNT
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101	First National Bank of Kemmerer Kemmerer, Wyoming 83101	$400.00
Patrick Johnson and Corinne Johnson, his wife	First National Bank Pinedale, Wyoming 82941	$400.00

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 above described 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.

The provisions hereof shall be binding upon the respective heirs, legal representatives, successors and assigns of each of the undersigned and inure to the benefit of your successors and assigns.

WITNESS our hands and seals this 9th day of September, 19 75.

WITNESSES:

Patrick Johnson (SEAL)

(SEAL)

Corinne Johnson (SEAL)

(SEAL)

STATE OF [redacted]yoming)
) SS.
COUNTY OF Sublette)

[redacted] INDIVIDUAL [redacted]OWLEDGMENT

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

Given under my hand and official seal this 9th day of September, 19 75.

F. H. MERBACK — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 1976

My Commission Expires: _____

Notary Public in and for said County and State,
residing at Casper, Wyoming 82601

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

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

Given under my hand and official seal this _____day of _____, 19___.

My Commission Expires: _____

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

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

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

Given under my hand and official seal this _____day of _____, 19___.

My Commission Expires: _____

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

STATE OF _____)
) SS.
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person who executed the foregoing instrument as _____ President of _____, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this _____day of _____, 19___.

My Commission Expires: _____

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

OIL AND GAS LEASE

This Agreement Made and entered into this 10th day of September

Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife)
of Big Piney, Wyoming 83113

hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2375, Casper, Wyoming 82601

hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten DOLLARS
$ 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 for the purpose of prospecting by geophysical and other methods, and mining for and producing therefrom oil, gas, casinghead gas, casinghead gasoline and all gaseous substances, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline and all gaseous substances thereon to store, save and take care of said products, telephone and telegraph lines and building, taking, power stations, gas line plants, ponds, roadways and structures thereon to conduct, 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 commercial 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 33 North, Range 113 West, 6th P.M.

Section 34: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $N\frac{1}{2}$

143360

RECORDED September 26 1975 10:15 AM
IN BOOK Oil & Gas 51 EX PAGE 595
FEES $5.00 Doc 6 Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Canton

seven (7) and containing 360.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of XXX 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 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. To 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 Three-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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Helen L. O'Brien
Helen L. O'Brien

Shirley L. Setzler
Shirley L. Setzler

Michael L. Profit (SEAL)
Michael L. Profit (SEAL)
(SEAL)
Ilene Profit (SEAL)
Ilene Profit (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 10th day of September, 19 75, personally appeared Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife)

and

Peggy K. [illegible] Notary Public

, 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: [illegible], 1973

Notary Public.

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

Co., Acres

County,

This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

PRINTED BLUE PRINT CO., CASPER, WYOMING

Form ... Wyoming [redacted]

OIL AN[redacted] LEASE

[redacted] ... lessee and ...

... 26th ... August, ...

aka Jas F. Mickelson

James F. Mickelson, also known as J. F. Mickelson,/and Mae E. Mickelson, husband and wife

of Big Piney, Wyoming 83113 ... hereinafter called lessor (whether one or more) and

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601 ... hereinafter called lessee:

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

($ 10.00) cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, 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 3[illegible] North, Range 113 West, 6th P. M.

Section 7: Lots 1, 2, 3, 7, S½NE¼, SE¼NW¼, N½SE¼
Section 8: Lots 3, 4, SW¼NW¼, S½SW¼, W½SE¼
Section 17: NW¼
Section 18: Lots 1, 2 (W½NW¼)

Township 33 North, Range 113 West, 6th P. M.

Section 31: S½NE¼, SE¼
Section 32: S½N½, S½
Section 33: S½N½, S½
Section 34: W½

Township 32 North, Range 114 West, 6th P. M.

Section 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼
Section 12: Lot 4, S½SW¼, SW¼SE¼
Section 13: N½N½, SE¼NE¼, SW¼NW¼
Section 14: NE¼NE¼

Township 33 North, Range 114 West, 6th P. M.

Section 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼
Section 35: SW¼, W½SE¼, SE¼SE¼

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seven (7) and containing 3,710.68 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 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 Three Thousand Seven Hundred Ten and 68/100 - - - - 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 rental due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

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

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

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

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

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

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

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

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

In the Presence of:

[signature] (SEAL)
James F. Mickelson (SEAL)

[signature] (SEAL)
Mae E. Mickelson (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of August, 19 75, personally appeared James F. Mickelson, also known as J. F. Mickelson, and Mae E. Mickelson, husband and wife aka Jas F. Mickelson,

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 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 _____

14990

No. _____

FROM

TO

_____, 19____

_____ County, _____

This instrument was filed for record on the 26th day of August A.D. 19 75, at 10:15 o'clock A. M., and duly recorded in Book 67 Misc. Page 597

of the records of this office.

Geo. J. Clarke County Clerk.

By Kathryn Patterson Deputy.

When recorded return to

A. VOGEL BLUE PRINT CO., CASPER, WYOMING

OIL AND GAS LEASE

9th September 75

James A. Greenwood and Tharon M. Greenwood, husband and wife

of Big Piney, Wyoming 83113 [illegible] and

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601 [illegible]

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, [illegible] covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let [illegible] exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods [illegible] including [illegible] gas, casinghead gas, casinghead gasoline, and laying pipe lines, telephone and telegraph lines, and building tanks, power stations [illegible] to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids [illegible] and houses and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation [illegible] for the production, saving and taking care of oil, gas, casing head gas, casinghead gasoline and the injection of water [illegible] strata, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 33 North, Range 113 West, 6th P. M.

Section 20: $S\frac{1}{2}SE\frac{1}{4}$
Section 21: $SW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 22: $W\frac{1}{2}SW\frac{1}{4}$
Section 27: $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 28: All
Section 29: $E\frac{1}{2}$, $SW\frac{1}{4}$
Section 30: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 32: $N\frac{1}{2}N\frac{1}{2}$
Section 33: $N\frac{1}{2}N\frac{1}{2}$
Section 34: $NW\frac{1}{4}NE\frac{1}{4}$

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seven (7) and containing 2519.08 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 State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Two Thousand Five Hundred Nineteen and 08/100 - - 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.

~~Lessee agrees that the lessee [illegible] the land covered hereby, or any part thereof, in any unit plan of development [illegible] which is approved by the Secretary of the Interior or by the Secretary of [illegible] lessor agrees to [illegible] 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 [illegible] to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.~~

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

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

In the Presence of:

James A. Greenwood (signature) (SEAL)
James A. Greenwood (SEAL)

(SEAL)
Tharon M. Greenwood (SEAL)
Tharon M. Greenwood (signature) (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 9th day of September, 19 75, personally appeared James A. Greenwood

and Tharon M. Greenwood, husband and wife

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

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

My Commission Expires F. H. MERBACK — Notary Public County of Natrona State of Wyoming My Commission Expires Feb. 20, 1978

F. H. Merback Notary Public.

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires: Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said 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]

FILED

NO.

FROM

TO

This instrument was filed for record on the 26th day of September, 19 75, at 10:15 o'clock A M., and duly recorded in Book 5 of Misc. Page 587 of the records of this office.

County Clerk.

Deputy.

When recorded return to

[redacted]

9th September 75

Gordon E. Mickelson, also known as Gordon Mickelson, and
Margaret G. Mickelson, also known as Margaret Mickelson, husband and wife
Big Piney, Wyoming 83113

Thomas F. Stroock
P. O. Box 2875, Casper, Wyoming 82601

Ten and More - - - - - - - - - - - - - - -

($10.00 cash in hand paid, [illegible] has granted, demised, [illegible] and by these presents does grant, demise, lease, let and [illegible] for the purpose of investigating, by geophysical and other methods, and prospecting for, drilling and mining [illegible] and building roads, pipelines and other structures and facilities necessary or convenient for the economical operation alone or conjointly with neighboring lands for the production, saving and taking care of oil, gas, casinghead gasoline and the injection of water, brine and other substances into subsurface strata, the following described land in [illegible] County, Wyoming, to-wit:

Sublette

Township 31 North, Range 113 West, 6th P. M.

Section 19: S½NE¼
Section 21: E½SE¼
Section 22: S½
Section 23: N½SW¼
Section 27: W½NE¼, E½NW¼, NW¼NW¼, NW¼SE¼
Section 28: N½NE¼

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seven (7) and [illegible], 880 acres, more or less

It is agreed that this lease shall remain in force for a term of [illegible] seven (7) years from this date [illegible] of the [illegible] produced from said leased premises, or drilling, operations are conducted [illegible] of the primary term [illegible] is not being produced on the leased premises but lessee is then engaged in drilling [illegible] 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 [illegible] the leased premises or at the lessee's option, may pay to the lessor for such one-[illegible] 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 [illegible] sold such gas. Fifty ($50.00) Dollars per annum as royalty for each well [illegible] lessor the use of gas free of charge from any gas well on the leased premises for [illegible] connection 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 [illegible] well for the gas so used for the time during which such gas shall be used, said payment [illegible].

If no well be commenced on said land on or before one year from the date hereof, [illegible] shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney

Big Piney, Wyoming 83113

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

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner 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 lessor, be [illegible] granted or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, roads, 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 operations 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 operations 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 insofar 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 mortgages, taxes or other liens on the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

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

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

Lessee agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor on the basis 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:

Gordon E. Mickelson (SEAL)

Margaret G. Mickelson (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

591

STATE OF Wyoming)
COUNTY OF Sublette) ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of September, 19 75, personally appeared Gordon M. Mickelson, also known as Gordon Mickelson

and Margaret G. Mickelson, also known as Margaret Mickelson, husband and wife

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

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

My Commission Expires

F. H. MERBACK — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 1978

F. H. Merback
Notary Public

State of)
ss.
County of)

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

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of)
ss.
County of)

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

[redacted]

[redacted]

[redacted]

[redacted]

[illegible] AND GAS LEASE

[illegible] 20th [illegible] August

Gordon M. Mickelson and Margaret G. Mickelson, husband and wife

of Big Piney, Wyoming 83113 [illegible]

Thomas F. Sturock

of P. O. Box 2875, Casper, Wyoming 82601 [illegible] lessee.

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

($ 10.00) cash in hand paid [illegible] to be paid, kept and performed, has granted, demised, leased and let [illegible] right of [illegible] telephone and telegraph lines, and building tanks [illegible] and the exclusive right of injecting water, brine and other fluids [illegible] necessary [illegible] head gas, [illegible] and the injection [illegible]

Sublette [illegible] State of [illegible] to-wit:

Township 33 North, Range 113 West, 6th P. M.

Section 5: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$

Section 6: Lots 6, 7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

Section 7: Lot 1, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

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

Section 9: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$

Section 15: $W\frac{1}{2}W\frac{1}{2}$

Section 17: $E\frac{1}{2}NE\frac{1}{4}$

Township 33 North, Range 11[illegible] West, 6th P. M.

Section 1: $NE\frac{1}{4}SE\frac{1}{4}$, [illegible], $SE\frac{1}{4}SE\frac{1}{4}$

Section 12: $N\frac{1}{2}NW\frac{1}{4}$, [illegible], $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$[illegible]

XXXXXXX XXXXXX XXX seven (7) and containing 2,193.87 acres, more or less.

It is agreed that this lease shall remain in force for a term of [illegible] years from this date, and as long thereafter as oil [illegible] or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If at the expiration [illegible] is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue [illegible] 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-[illegible] the leased premises, or at the lessee's option, may pay to the lessor for such one-[illegible] the market price for oil of like grade [illegible] 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 [illegible] 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 [illegible] 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 [illegible] 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 [illegible] 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 [illegible] the sum of Two Thousand One Hundred Ninety Three and 87/100 - DOLLARS, which shall [illegible] the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments [illegible] may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check [illegible] mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein [illegible] 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 [illegible] 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 [illegible] 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 [illegible] the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and [illegible] 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 [illegible] lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced pro [illegible]

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 [illegible] erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of [illegible] 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 [illegible] provided shall be paid the lessor only in the 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 [illegible]

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 [illegible]

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 [illegible] 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 [illegible] 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 [illegible] 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 as to [illegible] 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 [illegible] part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands [illegible] 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 the 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 part 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 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:

Gordon M Mickelson (SEAL)
Gordon M. Mickelson

(SEAL)

Margaret G. Mickelson (SEAL)
Margaret G. Mickelson

(SEAL)

(SEAL)

(SEAL)

599

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 28th day of August, 19 75, personally appeared Gordon M. Nickelson

and Margaret G. Nickelson, husband and wife

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

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

My Commission Expires F. H. MEBBACK Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 20, 1978

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]

Filed
No.
FROM
TO

County,
was filed for record on the 26th
day of August, 19 75, at
M., and duly recorded in
Book Page 403
of the records of this office.
County Clerk.
Deputy.
Fee $
Recording fee $

[redacted]

PRINTED BY THE PAIS CO., CASPER, WYOMING

[redacted]

OIL AND GAS LEASE

[illegible] 28th August [illegible]

The [illegible] National Bank of Kemmerer, as Trustee of the Fear Family Trust

of Kemmerer, Wyoming 83101

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601

WITNESSETH: [illegible] Ten and More - - - - - - - - - - - - - - - - DOLLARS

($ 10.00) cash in hand paid, [illegible] and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, [illegible] has granted, demised, leased and let, and by these presents does grant, demise, lease and let [illegible] right of [illegible] telephone [illegible] and the [illegible] of injecting water [illegible] head gas [illegible] and the injection of water [illegible]

[illegible] Sublette [illegible] 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 113 West, 6th P. M.
Section 11: $N\frac{1}{2}S\frac{1}{2}$
Section 12: Lots 1, 2, $N\frac{1}{2}S\frac{1}{2}$

Township 32 North, Range 112 West, 6th P. M.
Section 7: Lots 4, 5, $NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 8: $SW\frac{1}{4}SW\frac{1}{4}$

XXXXXXX [illegible] XXXXXX [illegible] XXX seven (7) and containing 652.93 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~X~~ 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, [illegible] 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. To pay lessor [illegible] 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 XXXXXXXXXXXXX An amount equal to the delay rental 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 [illegible] Bank at Kemmerer, Wyoming 83101 [illegible] or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Six Hundred Fifty Two and 93/100 - - - - - - - - - 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 XXXXXXXXX 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 rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

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] the Secretary of the Interior [illegible] and lessor agrees to [illegible] such agreement [illegible] as to the interests covered by this lease. In such event, royalty will be [illegible] land covered hereby and included in the unit, based upon the production allocated pursuant to [illegible] of the area included within such [illegible] under the terms of this lease [illegible]~~

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.

Should the royalties payable under the terms of this lease during any annual period be less than the annual delay rental, then the lessee shall pay or tender to the lessor, within 30 days after expiration of said annual period, a sum equal to the difference between the royalties paid and the annual delay rental.

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

In the Presence of:

The First National Bank of Kemmerer, as (SEAL)
Trustee of the Fear Family Trust (SEAL)

(SEAL)

By: (SEAL)

[signature] (SEAL)

[signature] (SEAL)

[signature]

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.

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 Wyoming }
County of Lincoln } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 4th day of September, A. D. 19 75 before me personally appeared Vellamo Carera to me personally known, who, being by me duly sworn, did say that she is the Trust Officer of The First National Bank of Kemmerer 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 Vellamo Carera acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of September, A. D. 19 75

(SEAL)

Notary Public.

My Commission expires October 5, 1977

No. 24,203

FROM

TO

County, ... 19.....

filed for record on the 26th day of September, 19 75, at ... o'clock P. M., and duly recorded in Book 20 of Misc., Page 222

of the records of this office.

County Clerk.

Deputy.

recorded return to

PRINTED BY NC CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

[illegible] Wyoming

[illegible]
P.O. Box [illegible], Casper, Wyoming 82601

[illegible] Ten and [illegible]

[illegible]

Sublette [illegible] Wyoming

Township 32North, Range 112 West, 6th P.M.

Section 7: Lots 4, 5, $N\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 8: $SW\frac{1}{4}SW\frac{1}{4}$

Township 32North, Range 113 West, 6th P.M.

Section 11: $N\frac{1}{2}S\frac{1}{2}$
Section 12: Lots 1, 2, $N\frac{1}{2}S\frac{1}{2}$

XXXXXX [illegible] /seven [illegible] 652.93 [illegible]

[illegible] State Bank of Big Piney [illegible] Bank at Big Piney, [illegible]

Wyoming [illegible]

sum of Six-hundred Fifty-two and 93/100 ----- [illegible] DOLLARS, which shall operate as a rental and cover the [illegible]

[illegible]

Sublessee [illegible]

Less [illegible]

Wyoming [illegible]

[illegible]

Witness Our Hands, We Sign, as of the day and year first above written.

In the Presence of:

Ronald W. Ball
Ronald W. Ball

Delores Joan Ball
Delores Joan Ball

SEAL
SEAL
SEAL
SEAL
SEAL
SEAL

502

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, 19 75, personally appeared Ronald W. Ball

and Delores Joan Ball (husband & 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

P. H. MERBACK — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 1978

P 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

3-1808
FROM
TO
County
19
at the records of this office.
County Clerk
Deputy.
SHEFFIELD BLUE PRINT CO., CASPER, WYOMING

[redacted]

[redacted]

[redacted]

Ten and more

Wyoming

Sublessee

Township 33 North, Range 113 West, 6th P.M.

Section 25: S½NE¼, SE¼, E½SW¼

seven (7) / 320.00

State Bank of Big Piney Bank at Big Piney,

Wyoming

Three-hundred Twenty and No/100

Ronald W. Ball

Delores Joan Ball

SEAL

SEAL

(SEAL)

SEAL

SEAL

SEAL

500

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 19 75 personally appeared Ronald W. Ball

and Delores Jean Ball (husband & wife)

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

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

My Commission Expires

F. H. MERBACK — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 1979

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

8455037

FROM

TO

, 19

County,

was filed for record on the 26th day of September, 1975, at 9:45 o'clock A. M., and duly recorded in Book 77 Page 599 of the records of this office.

County Clerk.

By Deputy.

After recorded return to

[redacted] [redacted] [redacted]

[illegible] 28th [illegible] August [illegible]

The F[illegible]st National Bank of Kemmerer, as Trustee of the Fear Family Trust

of Kemmerer, Wyoming 83101

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601

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

($10.00) [illegible] cash in hand paid, [illegible] said lessee [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] all that certain tract of land situated in the County of

Sublette [illegible] 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 113 West, 6th P. M.
Section 6: Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 9: Lots 3, 4, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

Township 33 North, Range 113 West, 6th P. M.
Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 35: $SW\frac{1}{4}$

XXXXX XXXXX XXX seven (7) and containing 811.60 acres, more or less.

It is agreed that this lease shall remain in force for a term of XXX 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 [illegible]. 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. [illegible] An amount equal to the delay rental [illegible] for gas from wells where gas only is found and where not sold shall pay XXXXXXXXXXXX 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 gas at [illegible] 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 83101 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight Hundred Eleven and 60/100 - - - - - - - - - - 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 XXXXXXXXXX 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] the Secretary of the [illegible] lessor agrees [illegible] effective as to the interests covered by this lease. In such event, royalty [illegible] land covered hereby and included in the unit, based upon the production allocated pursuant to the unit [illegible] of the area included within such [illegible] continued operation [illegible] well under the terms of this lease [illegible]~~

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.

Should the royalties payable under the terms of this lease during any annual period be less than the annual delay rental, then the lessee shall pay or tender to the lessor, within 30 days after expiration of said annual period, a sum equal to the difference between the royalties paid and the annual delay rental.

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

In the Presence of:

The First National Bank of Kemmerer, as (SEAL)
Trustee of the Fear Family Trust

(SEAL)

(SEAL)

By: (SEAL)

[signature] (SEAL)

[signature] (SEAL)

[signature]

Con

STATE OF ....
COUNTY OF .... ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this .... day of .... 19........, personally appeared ....

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

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

My Commission Expires......................................

Notary Public.

State of ______________
County of ______________ ss.

The foregoing instrument was acknowledged before me this ________ day of ____________ 19 __
by ____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of ....Wyoming....
County of ....Lincoln.... ss.

ACKNOWLEDGMENT (For use by Corporation)

On this....4th....day of....September...., A. D. 19..75..., before me personally appeared....Vellamo Carera...., to me personally known, who, being by me duly sworn, did say that she is the Trust Officer....of....The First National Bank of Kemmerer....................................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 ....Vellamo Carera....acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this....4th....day of....September...., A. D. 19..75....

....
Notary Public.

(SEAL)

My Commission expires....October 5, 1977....

FROM

TO

19

County

filed for record on the ... 19 75 at ... M. and duly recorded in ... Page ... of the records of this office.

County Clerk.

Deputy.

When recorded return to

KEMMERER, WYOMING

OIL AND G LEASE

28th August 75

The First National Bank of Kemmerer, as Trustee of the Fear Family Trust

of Kemmerer, Wyoming 83101

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601

Ten and More - - - - - - - - - - - - - - - - DOLLARS

WITNESSETH: That the lessor, for and in consideration of

is 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, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, pump 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 providing employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation thereof, alone or conjointly with neighboring lands, 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

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 113 West, 6th P. M.

Section 10: $S\frac{1}{2}SE\frac{1}{4}$
Section 11: $SW\frac{1}{4}SW\frac{1}{4}$
Section 15: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 20: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

XXXXXX XXXXX XXX seven (7) and containing 800 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 its 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. To pay lessor 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 XXXXXXXXXXXX An amount equal to the delay rental as royalty from each such well, so long 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 83101 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight 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. 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 XXXXXXXXX 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, duly advised 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.

~~the Secretary of the Interior or any duly authorized person, and lessee agrees to execute any supplemental lease as to the interests covered hereby and included in the unit, based upon the production allocated pursuant to the unit agreement or communitization or pooling agreement, and the area included within such~~

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.

Should the royalties payable under the terms of this lease during any annual period be less than the annual delay rental, then the lessee shall pay or tender to the lessor, within 30 days after expiration of said annual period, a sum equal to the difference between the royalties paid and the annual delay rental.

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

In the Presence of:

The First National Bank of Kemmerer, as Trustee of the Fear Family Trust (SEAL)

(SEAL)

(SEAL)

By: Kenneth Fear Sr (SEAL)

Clifton Fear Sr (SEAL)

Edythe Kurp

COR

STATE OF .....
COUNTY OF .....
} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of..... 19..... personally appeared.....

and.....

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

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

My Commission Expires..... .....
Notary Public.

State of _____
County of _____
} ss.

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

Witness my hand and official seal.

My Commission Expires:

_____
Notary Public

State of Wyoming
County of Lincoln
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 4th day of September, A. D. 19 75, before me personally appeared Vellamo Carera, to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of The First National Bank of Kemmerer 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 Vellamo Carera acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of September, A. D. 19 75

(SEAL)

.....
Notary Public.

My Commission expires October 5, 1977

1193369

No.....

FROM

TO

.....County,.....

.....19.....

This instrument was filed for record on the 4th day of September A.D. 19 75, at 10:00 o'clock A. M., and duly recorded in Book 202 of Page 603 of the records of this office.

.....
County Clerk.

.....
Deputy.

When recorded return to

[redacted]

PANTZER BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of August, 19[illegible], by and between

The First National Bank of Kemmerer, as Trustee of the Fear Family Trust

of Kemmerer, Wyoming 83101 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, 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 32 North, Range 114 West, 6th P. M.
Section 13: SW¼SE¼, SE¼SW¼
Section 23: SE¼NE¼, NE¼SE¼
Section 24: 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

XXXXXXX XXXXX XXX seven (7) and containing 320 acres, more or less.

It is agreed that this lease shall remain in force for a term of seven (7) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then the 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. To pay lessor 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 An amount equal to the delay rental ~~XXXXXXXXXXXX~~ 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 83101 or its successors, which shall continue as the depository regardless of changes in the ownership of 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. 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 ~~XXXXXXXXXX~~ 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] make it effective as to the interests [illegible] the [illegible] lessor agrees [illegible] to the land covered hereby and included in the unit, based upon the [illegible] covered by this lease. In such event, royalty will be [illegible] of the area included within such [illegible] production allocated [illegible] drilling or completion [illegible] 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.

Should the royalties payable under the terms of this lease during any annual period be less than the annual delay rental, then the lessee shall pay or tender to the lessor, within 30 days after expiration of said annual period, a sum equal to the difference between the royalties paid and the annual delay rental.

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

In the Presence of:

The First National Bank of Kemmerer, as (SEAL)
Trustee of the Fear Family Trust (SEAL)

(SEAL)

By: (SEAL)

Kenneth Fear [illegible] (SEAL)
Clifton Fear Sr. (SEAL)
Edythe L. Fear

605

STATE OF .....
COUNTY OF .....
} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of..... 19....., personally appeared.....

and.....

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

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

My Commission Expires.....

.....
Notary Public.

State of .....
County of .....
} ss.

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

Witness my hand and official seal.

My Commission Expires:

.....
Notary Public

State of Wyoming
County of Lincoln
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 4th day of September, A. D. 19 75, before me personally appeared Vellamo Carera, to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of The First National Bank of Kemmerer 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 Vellamo Carera acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of September, A. D. 19 75

(SEAL)

Notary Public.

My Commission expires October 5, 1977

[redacted]

FROM

TO

No. Acres .....

.....County,.....

[redacted]

This instrument was filed for record on the 24th day of September, 19 75, at 10:15 o'clock A. M., and duly recorded in Volume 12 Misc. Page 625 of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

[redacted]

.....

.....

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of August 19 71, by and between

The First National Bank of Kemmerer, as Trustee of the Fear Family Trust

of Kemmerer, Wyoming 83101 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:

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 114 West, 6th P. M.

Section 23: $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 24: $SW\frac{1}{4}$
Section 25: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 26: $NE\frac{1}{4}$

XXXXXX XXXXX XXX seven (7) and containing 560 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 ~~XXXXXXXXXXX~~ An amount equal to the delay rental 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 83101 or its successors, which shall continue as the depository regardless of changes in the ownership of 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. 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 XXXXXXXXXX on said lands.

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

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

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

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

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

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

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

~~[illegible] the Secretary of the Interior or by the [illegible] and lessor agrees to execute any such approved [illegible] effective as to the interests covered by this lease. In such event, royalty will be [illegible] covered hereby and included in the unit, based upon the production allocated pursuant to the unit [illegible] drilling or completion, or continued operation [illegible] of the area included within such [illegible] under the terms of this lease [illegible]~~

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.

Should the royalties payable under the terms of this lease during any annual period be less than the annual delay rental, then the lessee shall pay or tender to the lessor, within 30 days after expiration of said annual period, a sum equal to the difference between the royalties paid and the annual delay rental.

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

In the Presence of:

The First National Bank of Kemmerer, as Trustee of the Fear Family Trust (SEAL)

(SEAL)

By: (SEAL)

[signature] (SEAL)

[signature] (SEAL)

[signature] (SEAL)

609

STATE OF ....
COUNTY OF .... } ss.

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

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..

day of.., 19.........., personally appeared..

and..

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

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

My Commission Expires..

.... Notary Public.

State of ____________________
County of ____________________ } ss.

The foregoing instrument was acknowledged before me this ______ day of ____________ 19 ___ by ____________________

Witness my hand and official seal.

My Commission Expires:

____________________ Notary Public

State of Wyoming
County of Lincoln } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 4th day of September, A. D. 1975, before me personally appeared Vellamo Carera, to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of The First National Bank of Kemmerer .... 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 Vellamo Carera acknowledged said instrument to be the free act and deed of said corporation

Witness my hand and seal this 4th day of September, A. D. 1975

(SEAL) .... Notary Public.

My Commission expires October 5, 1977

No. 1455371

FROM

TO

County, 19

This instrument was filed for record on the 26th ... 1975 at ... A. M., and duly recorded in ... Page 607 of the records of this office.

County Clerk.

Deputy.

When recorded return to

[redacted] [redacted] [redacted]

RA-267 (... [redacted]
Printed in U.S.A.

[redacted] RDED ... 19... [redacted]
IN BOOK ... PAGE ...
FEES ... COUNTY CLERK
SUBLETTE COUNTY CLERK

RENTAL DIVISION ORDER

To:

You are the owner of a mineral lease dated August 28, 19 75, recorded in Volume ______, at page ______, of the County Clerk Records of ______ Sublette County, State of Wyoming, between

Gordon M. Mickelson and Margaret G. Mickelson, husband and wife,

as Lessors, and Thomas F. Stroock,
as Lessee, insofar as said lease covers the following land situate in said County and State:

Township 33 North, Range 113 West, 6th P. M.
Section 5: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 6: Lots 6, 7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 7: Lot 1, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 8: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 9: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 15: $W\frac{1}{2}W\frac{1}{2}$
Section 17: $E\frac{1}{2}NE\frac{1}{4}$

Township 33 North, Range 114 West, 6th P. M.
Section 1: $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 12: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$

Containing 2193.87 acres, more or less.

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 ~~ADDRESS~~	AMOUNT
Gordon M. Mickelson & Margaret G. Mickelson, his wife Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$628.47
The First National Bank of Kemmerer, Guardian for the Estate of Dean G. Jewett Kemmerer, Wyoming 83101	The First National Bank of Kemmerer Kemmerer, Wyoming 83101	$628.47
Frederick D. Guthrie & Lola M. Guthrie, his wife Nyssa, Oregon	Nyssa Branch, First National Bank of Oregon Nyssa, Oregon	$936.93

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 above described 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.

The provisions hereof shall be binding upon the respective heirs, legal representatives, successors and assigns of each of the undersigned and inure to the benefit of your successors and assigns.

WITNESS our hands and seals this 4th day of September, 19 75.

The First National Bank of Kemmerer,
Guardian for the Estate of Dean G. Jewett

WITNESSES:

______________________ (SEAL)

By: ______________________ (SEAL)
Trust Officer

______________________ (SEAL)

______________________ (SEAL)

STATE OF Wyoming)
) SS. INDIVIDUAL ACKNOWLEDGMENT
COUNTY OF Lincoln)

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

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

My Commission Expires: _____

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

STATE OF _____)
) SS. INDIVIDUAL ACKNOWLEDGMENT
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 _____ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

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

My Commission Expires: _____

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

STATE OF _____)
) SS. INDIVIDUAL ACKNOWLEDGMENT
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 _____ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

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

My Commission Expires: _____

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

STATE OF WYOMING)
) SS. CORPORATE ACKNOWLEDGMENT
COUNTY OF Lincoln)

I, Grace Barp, a Notary Public in and for said County and State, do hereby certify that Vellamo Carera, to me personally known, and known to me to be the same person who executed the foregoing instrument as Trust Officer ~~President~~ of The First National Bank of Kemmerer a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Trust Officer ~~President~~ of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 4th day of ~~September~~, 19 75

My Commission Expires: October 5, 1977

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

PA-257 IS (2)
Printed in U.S.A.

[redacted]

[redacted]

RECORDED September [illegible] 1975 at [illegible] P.M.
IN BOOK [illegible] PAGE [illegible]
FEES $5.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

[redacted]

RENTAL DIVISION ORDER

To:

You are the owner of a mineral lease dated August 28, 19 75, recorded in Volume _____, at page _____, of the County Clerk Records of Sublette County, State of Wyoming, between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife,

as Lessors, and Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601,
as Lessee, insofar as said lease covers the following land situate in said County and State:

Township 33 North, Range 113 West, 6th P. M.
Section 5: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 6: Lots 6, 7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 7: Lot 1, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 8: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 9: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 15: $W\frac{1}{2}W\frac{1}{2}$
Section 17: $E\frac{1}{2}NE\frac{1}{4}$

Township 33 North, Range 114 West, 6th P. M.
Section 1: $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 12: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$

Containing 2,193.87 acres, more or less in Sublette County, Wyoming.

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 XXXXXXX	AMOUNT
Gordon M. Mickelson & Margaret G. Mickelson, his wife Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$628.47
The First National Bank of Kemmerer, Guardian for the Estate of Dean G. Jewett, Kemmerer, Wyoming 83101	The First National Bank of Kemmerer, Kemmerer, Wyoming 83101	$628.47
Frederick D. Guthrie & Lola M. Guthrie, his wife Nyssa, Oregon	Nyssa Branch, First National Bank of Oregon Nyssa, Oregon	$936.93

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 above described 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.

The provisions hereof shall be binding upon the respective heirs, legal representatives, successors and assigns of each of the undersigned and inure to the benefit of your successors and assigns.

WITNESS our hands and seals this 9th day of September, 19 75.

WITNESSES:

_____

_____

_____

_____

Gordon M. Mickelson (SEAL)
Gordon M. Mickelson

_____ (SEAL)

Margaret G. Mickelson (SEAL)
Margaret G. Mickelson

_____ (SEAL)

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

INDIVIDUAL ACKNOWLEDGMENT

I, F. H. Merback, a Notary Public in and for said County and State, do hereby certify that Gordon M. Mickelson & Margaret G. Mickelson, his wife, to me personally known, and known to me to be the same person s described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that the y executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 9th day of September, 19 75.

My Commission Expires: F. H. MERBACK — Notary Public, County of Natrona, State of Wyoming, My Commission Expires Feb. 20, 1978

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

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

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

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

My Commission Expires: _____

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

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

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

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

My Commission Expires: _____

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

STATE OF _____)
) SS.
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person who executed the foregoing instrument as _____ President of _____, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

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

My Commission Expires: _____

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

TATLOCK'S
PHONE
(303) 266-1081

[redacted] [redacted] [redacted] RM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned R. SCOTT CRAIG
1050 Denver Club Bldg., Denver, Colorado 80202
(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto INVICTA CORPORATION
518-17th St.,Suite #1050
Denver,Colorado 80202 of _____,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 4 % of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

STATE OF WYOMING, COUNTY OFSUBLETTE:

FEDERAL OIL AND GAS LEASE, SERIAL No. W-0318972, Issued September 1, 1965.

TWP 27 North, Range 111 West, 6th PM:

Section 21: SE¼
Section 27: ALL
Section 28: N½, N½SW¼, SE¼SW¼, SE¼

Containing 1400.00 acres.

150026

RECORDED October 1 1975 9:00 A.M
IN BOOK Oil + Gas Lease PAGE 613
FEES $3.00 Lois J. Yode COUNTY CLERK
SUBLETTE COUNTY CLERK
by marilyn Benton

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 24th day of September, 1975.

R Scott Craig

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 24th day of September, 1975 by R. Scott Craig.
Witness my hand and notarial seal.
My commission expires 8-10-79

Joseph H Mills Notary Public
Denver,Colorado

Form 38—(C [redacted]
Kan., Okla. & Colo. 1957

C OIL AN[redacted]AS LEASE

THIS AGREEMENT, Entered into this the 23rd day of August, 1975

between Dunton Sheep Company, a Wyoming Corporation;

hereinafter called lessor,

and C. A. Underwood hereinafter called lessee, does witness:

1. That lessor for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette State of Wyoming, and described as follows:

Township 28 North - Range 105 West
Section 3: SW/4 SW/4;
Section 9: N/2 NE/4, SE/4 NW/4;
Section 10: NW/4 NW/4;
(In addition to the royalties set forth in this lease, lessor reserves 2.5% of 8/8ths of all production as an overriding royalty.)

assigned (B 555 p. 642

and containing 200 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of five (5) 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 consolidated or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
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 (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (⅛) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 23rd day of August, 1976, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the North Side State Bank at Rock Springs, Wyoming 82901 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two hundred & no/100 - - Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods 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, either direct to lessor or assigns or to said depository bank, and 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. 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 hereon is reduced by said release or releases.

6. 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 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 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.

7. 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 rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

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 in whole or in part any taxes, mortgages, 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. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Dunton Sheep Company

By: Arthur T. Dunton C

Tax I.D.# 83-0132490

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

No. 150047

OIL AND GAS LEASE

FROM

_____

TO

_____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

_____

_____

STATE OF Wyoming }
County of Albany } ss:

This instrument was filed for record on the 22nd day of August 19 75

at 2:00 o'clock P M., and duly recorded

in Book 51 Misc Page 615

the records of this office. Fee $1.50

Ann F. Noble

Register of Deeds.

By Wanda Clyne Deputy

When recorded, return to

STATE OF Wyoming }
COUNTY OF [illegible] } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana.

On August 28, , 19 75 , before me personally came the above named _____

John F. Arambel (who being by me duly sworn, did say that he is the _____

President of Dunton Sheep 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: Sept. 10, 1975

[signature]
Notary Public
Residing at: [illegible]

Form 88—(P[redacted]
Kan., Okla. & Colo. 1957

C OIL AN[redacted]AS LEASE

THIS AGREEMENT, Entered into this the 23rd day of August, 19 75

between Midland Livestock Company, a Wyoming Corporation;

hereinafter called lessor,

and C. A. Underwood hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette State of Wyoming, and described as follows:

Township 29 North - Range 104 West
Section 19: Lots 2, 3, & 4, SE/4 NW/4, E/2 SW/4;
Section 30: W/2 NW/4;

Township 29 North - Range 105 West
Section 24: S/2 SW/4, SE/4;
Section 25: N/2 NW/4;

Assigned 655, 642

and containing 638.44 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of five (5) 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 consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
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 (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (⅛) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation therof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 23rd day of August, 19 76 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the North Side State Bank at Rock Springs, Wyoming 82901 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Six hundred thirty-eight & 44/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods 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, either direct to lessor or assigns or to said depository bank, and 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. 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 hereon is reduced by said release or releases.

6. 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 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 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.

7. 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 rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures houses, buildings and other structures placed on said premises including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

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 in whole or in part any taxes, mortgages, 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. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original. In addition to the royalties set forth in this lease, lessor reserves 2.5% of 8/8ths of all production as an overriding royalt

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Midland Livestock Company

By: [signature]

Tax I.D.# 83-0132490

C-2

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

150948

No. _____

OIL AND GAS LEASE

FROM

_____

_____

TO

_____

_____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

_____

_____

STATE OF Wyoming }
County of Sweetwater } ss:

This instrument was filed for record on the 3rd day of October, 1925

at 9:22 o'clock A. M., and duly recorded in Book 51 Oil & Gas Page 617 of the records of this office. Fee $1.50

Register of Deeds.

By _____

When recorded, return to

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 21, 1975, before me personally came the above named John F. Arambel (who being by me duly sworn, did say that he is the President of Midland Livestock 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: Sept. 30, 1979

_____
Notary Public
Residing at: [illegible], [illegible].

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 12th day of August, 19 75

between Margaret Juel Ray, a widow; Doris Juel, a single woman; Alice Juel, a single woman;

hereinafter called lessor,

and C. A. Underwood hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette State of Wyoming, and described as follows:

Township 28 North - Range 104 West

Section 9: W/2 E/2; E/2 W/2;

acreage 320 more or less

(In addition to the royalty set forth in Paragraph #4, Lessors reserve as an overriding royalty 2.5% of 8/8ths of all oil and gas produced from this or under the terms of this lease)

and containing 320 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) 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 consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
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 (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (⅛), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 12th day of August, 1976, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Ft. Collins, Colorado, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Three hundred twenty & no/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods 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, either direct to lessor or assigns or to said depository bank, and 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. 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 hereon is reduced by said release or releases.

6. 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 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 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.

7. 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 rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10 It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

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 in whole or in part any taxes, mortgages, 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. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Doris Juel 522-10-0537

Margaret Juel Ray 524-64-6510

Margaret Juel Ray

Alice Juel 520-34-8945

Alice Juel

C 19

STATE OF Wyoming
COUNTY OF Sublette } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On August 16, 19 75, before me personally appeared Margaret Juel
Ray Hild Doris Juel

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as ~~his (her)~~ (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: My Commission Expires July 1, 1978

Donald D Melvin
Notary Public
Residing at: Rock Springs, Wyoming

STATE OF Colorado
COUNTY OF Denver } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September 2, 19 75, before me personally appeared Alice Juel

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that ~~he~~ (she) (~~they~~) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: Dec 30, 1977

Notary Public
Residing at:

STATE OF _____
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at:

No. 150349

OIL AND GAS LEASE

FROM

TO

Date _____, 19__

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

STATE OF Wyoming
County of Sublette } ss:

This instrument was filed for record on the 2nd day of August 19 75
at 9:00 o'clock A M., and duly recorded in Book 51 Misc. Page 619 of the records of this office.
Fee $11.25
Sharon L. Hall
Register of Deeds.
By: Willadean Crapser Deputy

When recorded, return to

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally came the above named _____
_____ (who being by me duly sworn, did say that he is the _____
President of _____
a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
Residing at:

[redacted] [redacted] [redacted] JUN 30 1975

ASSIGNMENT OF OPERATING RIGHTS

PARTIES: This Assignment of Operating Rights is made, entered into and effective as hereinafter provided, by and between MOUNTAIN MINERALS COMPANY, A Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, hereinafter referred to as "ASSIGNOR" and PINNACLE OIL CORPORATION, a Wyoming corporation, P. O. Box 1430, Casper, Wyoming 82601, Robert Allen Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased, Brinkerhoff Drilling Company, Inc., Zach K. Brinkerhoff, Jr. and Roden Drilling Company, all hereinafter referred to as "ASSIGNEES".

RECITALS: By various instruments of conveyance from third persons, ASSIGNOR is the owner of an interest in the operating rights under all of the leases listed in the attached Exhibit "A", which is made a part of this Agreement. The interests in the Operating Rights are limited to certain depths and vary as to the amount of interest in different tracts; the interest being conveyed as specifically recited prior to the listing of the leases as groups in the attached Exhibit "A".

TRANSFER: Now, in consideration of the sum of $10.00 and other value in hand paid to Assignor by Assignees, the receipt and sufficiency of which is acknowledged by Assignor, Assignor does hereby transfer and convey to Assignees the following:

1. All of Assignor's Operating Rights and Working Interest, and all of Assignor's interest in the oil and gas produced and saved from the lands and out of the interests described in the attached Exhibit "A".

2. In Groups I and II of lands and leases in the attached Exhibit "A", the interests conveyed hereby from Assignor to Assignees shall vest all of Assignor's Operating Rights and Working Interests in those leases and lands in the percentile interests listed in the first column of percentages below, and shall result in a vesting to Assignees of a net interest in 100% of the leasehold interest as listed in the second column of percentages below, as follows:

Assignees	Percentage of Assignor's Interest	Net Percentage of Interest
PINNACLE OIL CORPORATION P. O. Box 1430 Casper, WY 82601	60.42	30.21
Robert Allen Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased, 2711 Mercantile Bank Building, Dallas, TX 75201	12.50	6.25
Brinkerhoff Drilling Company, Inc. 600 Denver Club Building Denver, CO 80202	12.50	6.25
Zach K. Brinkerhoff, Jr. 600 Denver Club Building Denver, CO 80202	12.50	6.25
Roden Drilling Company P. O. Box 2895 Casper, WY 82601	2.08	1.04
TOTAL	100.00%	50.00%

3. In Group III of lands and leases in the attached Exhibit "A", the interests conveyed hereby from Assignor to Assignees shall vest all of Assignor's 100% interest in the Operating Rights and Working Interest in that lease in the percentile interests listed in the first percentage column listed in paragraph 2 above and which is headed "Percentage of Assignor's Interest".

150052

RECORDED October 2 1975 9:04 A M
IN BOOK 51 Misc Rec PAGE 421
FEES 11.50 Lois Yorke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

4. Record title in USA Oil and Gas Lease Number W-16770 shall not be affected by this Assignment of Operating Rights.

5. Assignees by their execution of this instrument acknowledge that the interest conveyed to them herein is and shall be limited to the designated percentile interest in the Operating Rights to the depths and through the zones as set forth and expressed in the attached Exhibit "A", and that they own no interest in depths below the limited depths as set forth and expressed in the attached Exhibit "A".

6. The interests conveyed herein are expressly all of those which are presently owned by Assignor and are neither enlarged nor diminished by this Assignment, and Assignor acknowledges that this Assignment conveys to Assignees in the percentages herein provided all of its right, title and interest in the lands and leases set forth and described in the attached Exhibit "A", whether or not recited in this Assignment of Operating Rights.

7. The interests conveyed herein are subject to all of the terms and conditions of the Agreements, Assignments and/or conveyances through which Assignor obtained the interest which is being conveyed.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Operating Rights this 13th day of June, 1975.

ASSIGNOR

MOUNTAIN MINERALS COMPANY

By _____
General Partner

By _____
General Partner

ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of June, 1975, personally appeared R. J. Ackerman and W. A. Sears, Jr., General Partners in MOUNTAIN MINERALS COMPANY, to me known to be the identical persons, described in and who executed the within and foreoing 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

Marjorie M. Brasher — Notary Public
County of Natrona — State of Wyoming
My Commission Expires May 17, 1976

EXHIBIT "A"
Attached to and Made a Part of That Certain
ASSIGNMENT OF OPERATING RIGHTS dated June 13, 1975
by and between MOUNTAIN MINERALS COMPANY, Assignor
and PINNACLE OIL CORPORATION, et al, Assignees

The Operating Rights and/or Working Interests which are subject to the terms and conditions of this Assignment of Operating Rights are as follows:

I. An undivided 50% interest in the Operating Rights in the following Oil and Gas Leases, insofar and only insofar as said leases cover the interval between the surface of the ground and a depth that is the stratigraphic equivalent of 106' below the top of the M-50 sand zone as correlated on the bore hole electric log at a depth of 3,720' in the Mountain Minerals Company #33-6 USA, Section 6, T. 29 N., R. 112 W., Sublette County, Wyoming:

1. Arthur G. Homer Fee
Township 29 North, Range 112 West, 6th P.M.
Section 7: Lots 1,2,3,4, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$
Township 29 North, Range 113 West, 6th P.M.
Section 12: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Containing 492.72 acres, more or less.

2. Enger K. Chrisman, et al
Township 29 North, Range 112 West, 6th P.M.
Section 18: Lots 1, 2, $E\frac{1}{2}NW\frac{1}{4}$
Township 29 North, Range 113 West, 6th P.M.
Section 12: $S\frac{1}{2}SE\frac{1}{4}$
Containing 186.06 acres, more or less.

3. USA Lease W-16770
Township 29 North, Range 112 West, 6th P.M.
Section 6: Lot 5, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Containing 173.61 acres, more or less.

II. An undivided 50% interest in the Operating Rights from the surface of the ground to a depth which is the stratigraphic equivalent of 3,800' in the well located in the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 31, T. 30 N., R. 112 W., in the following:

1. USA Lease W-16770
Township 30 North, Range 112 West, 6th P.M.
Section 31: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Containing 227.73 acres, more or less.

III. One hundred percent (100%) in the Operating Rights from the surface of the ground to the depth of 3,800' in the well located on this tract, described as follows:

1. USA Lease W-16770
Township 30 North, Range 112 West, 6th P.M.
Section 31: $SE\frac{1}{4}SE\frac{1}{4}$
Containing 40.00 acres, more or less.

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-43096
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 16th day of June , 19 75.

PINNACLE OIL CORPORATION

ATTEST:

Secretary-Treasurer

(Assignee's Signature)

R. J. Ackerman, President

with acknowledgment added

P. O. Box 1430
Casper, WY 82601

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.

KUNTZEL PRINTING CO
134 S. Center
Casper, Wyoming

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.

[redacted]

My Commission expires.....

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 on file 1-037000
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assigrment 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 26th day of June, 1975

BRINKERHOFF DRILLING COMPANY, INC.

ATTEST:

J. L. JACKSON, ASSISTANT SECRETARY

By: [signature]

(Assignee's Signature)

M. H. BRINKERHOFF, VICE PRESIDENT

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).

600 Denver Club Bldg., Denver, CO 80202

(Address, include zip code)

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

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 assigrment 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 26th day of June, 1975.

[signature]

(Assignee's Signature)

ZACH K. BRINKERHOFF, JR.

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).

600 Denver Club Bldg., Denver, CO 80202

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the

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 assigrment 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 27 day of June , 19 75.

Robert Allen Venable

(Assignee's Signature)

Robert Allen Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased

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).

2711 Mercantile Bank Bldg., Dallas, TX 75201

(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.

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 on File 11-0167604
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assigrment 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 16th day of June , 19 75

ATTEST:

[redacted]

Secretary-Treasurer

RODEN DRILLING COMPANY

By: [redacted]

(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 Ass[redacted]plus the acknowledgment below which is the only addition[redacted]al Form 3106-5 (February 1971).

P.O. Box 2895, Casper, WY 82601

[redacted]

(Address, include zip code)

INSTRUMENT OF SURRENDER

WHEREAS, DEPCO, Inc., a Delaware Corporation, it 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
0300905 Cora E. Roberts T. 34 N., R. 113 W., 6th P.M. Section 3: Lots 3, 4, S½NW¼ Section 4: S½	August 30, 1969	44 Oil and Gas, Page 13

Continued on attached sheet.

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 15th DAY OF September, 1975

ATTEST:

Michael D. Shepard

Michael D.Shepard, Secretary

DEPCO, Inc.

By A. P. Tiddens

A. P. Tiddens, President

150193

RECORDED October 10 1975 9:20 A.M.
IN BOOK 51 Oil & Gas Lease PAGE 627
FEES $6.50 Lois J. Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 15th day of September, in the year 1975, before me, Rosalyne Condos, a Notary Public, personally appeared A. P. Tiddens, known to me to be the President 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:

My Commission expires Sept. 17, 1976

Rosalyne Condos

Rosalyne Condos, Notary Public
for the State of Colorado

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
September 15 19 75, COVERING
LANDS LOCATED IN Sublette
COUNTY, Wyoming.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK PAGE
0300907 James and Koch, Inc. T. 35 N., R. 113 W., 6th P.M. Section 17: W½SW¼ Section 18: N½SE¼, SW¼SE¼ Section 19: Lots 2, 3, SE¼NW¼, NE¼SW¼ NW¼NE¼, S½NE¼, W½SE¼ Section 20: W½NW¼	August 23, 1969	44 Oil and Gas, Page 3
0300908 Mary E. Guinard et vir T. 34 N., R. 113 W., 6th P.M. Section 9: N½N½	August 25, 1969	44 Oil and Gas, Page 97
0300909 Edmond C. Todd et ux T. 34 N., R. 113 W., 6th P.M. Section 5: Lots 3, 4, SW¼NW¼ Section 6: Lots 1, 2, SW¼NE¼ T. 35 N., R. 113 W., 6th P.M. Section 30: SE¼SE¼ Section 31: E½, SE¼NW¼, NE¼SW¼ Section 32: NW¼SE¼, SW¼	August 25, 1969	44 Oil and Gas, Page 99
0300918 W. L. Bain T. 35 N., R. 113 W., 6th P.M. Section 8: SE¼SW¼	August 26, 1969	44 Oil and Gas, Page 250

RA-257 (8/60)
Printed in U.S.A.

RENTAL DIVISION ORDER

To: Thomas F. Stroock

You are the owner of a mineral lease dated 10 September, 19 75, recorded in Volume ____, at page ____, of the County Clerk Records of Sublette County, State of Wyoming, between Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife),

as Lessors, and Thomas F. Stroock, P.O. Box 2375, Casper, Wyoming 82601,

as Lessee, insofar as said lease covers the following land situate in said County and State:

Township 33 North, Range 113 West, 6th P.M.

Section 34: NE¼NE¼

Section 35: N½

150234

RECORDED October 14, 19 75 9:00 A.M.
IN BOOK 510 Misc. Leases PAGE 629
FEES $5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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 BANK ~~ADDRESS~~	AMOUNT
Helen L. O'Brien Big Piney, Wyoming	State Bank of Big Piney	$ 180.00
Shirley L. Setzler Big Piney, Wyoming	State Bank of Big Piney	$ 180.00
Michael L. Profit & Ilene Profit (husband & wife) Big Piney, Wyoming		$ 0.00

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 above described 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.

The provisions hereof shall be binding upon the respective heirs, legal representatives, successors and assigns of each of the undersigned and inure to the benefit of your successors and assigns.

WITNESS our hands and seals this 10th day of September, 19 75.

WITNESSES:

Helen L. O'Brien (SEAL)
Helen L. O'Brien

Michael L. Profit (SEAL)
Michael L. Profit

Shirley L. Setzler (SEAL)
Shirley L. Setzler

Ilene Profit (SEAL)
Ilene Profit

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

INDIVIDUAL ACKNOWLEDGMENT

I, [illegible], a Notary Public in and for said County and State, do hereby certify that Helen L. O'Brien (single) and Shirley L. Setzler (widow), to me personally known, and known to me to be the same person s described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that t he y executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 10th day of September, 1975.

Penny K. Telschiller — Notary Public
My Commission Expires: [illegible]
County of Sublette — State of Wyoming
My Commission Expires March 14, 1979

[illegible]
Notary Public in and for said County and State,
residing at [illegible]

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

INDIVIDUAL ACKNOWLEDGMENT

I, F. H. MERBACK, a Notary Public in and for said County and State, do hereby certify that Michael L. Profit & Ilene Profit (husband & wife), to me personally known, and known to me to be the same person s described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that t he y executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 10th day of September, 1975.

My Commission Expires: F. H. MERBACK — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 1976

[illegible]
Notary Public in and for said County and State,
residing at [illegible]

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

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

Given under my hand and official seal this _____day of _____, 19___.

My Commission Expires: _____

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

STATE OF _____)
) SS.
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person who executed the foregoing instrument as _____ President of _____, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this _____day of _____, 19___.

My Commission Expires: _____

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Producers 88 Special
Wyoming

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

This Agreement Made and Entered into this 10th day of September, 19 75 by and between
Michael Warren, a single man, of P. O. Box 121, Cumberland Gap, Tennessee 37724;
Bonney Eken Prentice, a married woman dealing with her sole and separate property,
of 821 East 8th Street, Tucson, Arizona 85719 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, 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 32 North, Range 114 West, 6th P. M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ seven (7) and containing 560 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~X~~ 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 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. 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 certified transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

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

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

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

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

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

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allowed 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 lessor, 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:

Michael Warren (SEAL)
Michael Warren

Bonney Eken Prentice (SEAL)
Bonney Eken Prentice

(SEAL)

(SEAL)

(SEAL)

631

F 32

STATE OF Tennessee }
COUNTY OF Claiborne } 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 17 day of September, 1975, personally appeared Michael Warren, a single man

_____, 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 4-1-77 Rudolph L. Cutsinger
Notary Public.

State of Arizona }
County of Pima } ss.

The foregoing instrument was acknowledged before me this 15 day of September 1975
by Bonney Eken Prentice, a married woman dealing with her sole and separate property

Witness my hand and official seal.

My Commission Expires: My Commission Expires Mar. 22, 1978

Madie W. (Cope) Pantry
Notary Public
Madie W. Cope, 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. 150235

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County, _____

This instrument was filed for record on the 14th day of October, 1975, at 9:00 o'clock A. M., and duly recorded in Volume 31 Oil and Gas Page 431

of the records of this office.

Lois G. Clarke
County Clerk.

By Marilyn Denton
Deputy.

When recorded return to

Fee $4.75

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

Producers 88 Special
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made 23d September 75 by and between

Ronald W. Ball and Delores J. Ball, husband and wife

of Big Piney, Wyoming 83113 hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601 hereinafter called lessee:

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

$ 10.00 cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into sub surface 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

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 33 North, Range 112 West, 6th P. M.
Section 30: NE$\frac{1}{4}$

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ seven (7) 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 State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty 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 the 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:

Ronald W. Ball (signature) (SEAL)
Ronald W. Ball
(SEAL)
Delores J. Ball (signature) (SEAL)
Delores J. Ball
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 1975, personally appeared Ronald W. Ball

and Delores J. Ball, husband and wife

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

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

My Commission Expires: F. H. MERBACK Notary Public County of Natrona State of Wyoming My Commission Expires Feb. 20, 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. 151236

FROM [redacted]

TO

Dated _____, 19____

No. Acres _____

_____ County

This instrument was filed for record on the 14th day of October A.D. 19 75 at 9:00 o'clock A. M., and duly recorded in Volume 51 of Misc. Page 633

of the records of this office.

Lora J. Clarke
County Clerk.

By Marilyn Reuter Deputy.

When recorded return to

[redacted]

Fee $1.50

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Stevens
Wyoming

KINTZEL BLUE PRINT CO.
CASPER, WYO. 1010

OIL AND GAS LEASE

AGREEMENT, Made this 23d day of September, 75 by and between

Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, husband and wife

of Big Piney, Wyoming 83113

hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82601

hereinafter called lessee.

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

$ 10.00 cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, 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 33 North, Range 112 West, 6th P. M.

Section 29: $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 30: Lots 2, 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seven (7) and containing 759.80 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 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 Seven Hundred Fifty Nine and 80/100 - - - - - - - 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 the 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 operations 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 rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said 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:

Ronald W. Ball (SEAL)
Ronald W. Ball

(SEAL)

Delores Joan Ball (SEAL)
Delores Joan Ball

(SEAL)

(SEAL)

(SEAL)

625

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 September, 1975, personally appeared Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires. F. H. MERBACK — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Feb. 20, 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. 151237

FROM [redacted]

TO

Dated _____, 19____

No. Acres _____

_____ County,

This instrument was filed for record on the 14th day of October, 19 75, at 2:00 o'clock P. M., and duly recorded in Volume 51 01 Misc Page 635 of the records of this office.

Dora J. Yake
County Clerk.

By Maudeyne Renton
Deputy.

When recorded return to [redacted]

Rec $4.50

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

Producers 88 Spec. C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 25th day of September, 1975 by and between

Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband

of 805 South Western Avenue, Sioux Falls, South Dakota 57100 [illegible] hereinafter called lessor (whether one or more) and

Thomas F. Stroock

of P. O. Box 2875, Casper, Wyoming 82601 [illegible]

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, [illegible] hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents [illegible] exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating [illegible] gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, [illegible] produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, [illegible] and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly [illegible] saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids [illegible] tract of land situated in the County of

Sublette, State of Wyoming described as follows, to-wit

Township 33 North, Range 112 West, 6th P. M.
Section 29: $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 30: Lots 2, 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ seven (7) and containing 759.80 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 Park Ridge Branch, Valley National Bank, P. O. Box 1046, Sioux Falls, South Dakota 57101 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Fifty Nine and 80/100 - - - - - - - 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 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.

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:

Carla Larsen (signature)

Lynn Hartman (signature)

x Luella E. Nordlie (signature) (SEAL)
Luella E. Nordlie

(SEAL)

520-46-6661 (SEAL)

x Obed Nordlie (signature) (SEAL)
Obed Nordlie

(SEAL)

504-40-2296 (SEAL)

637

STATE OF South Dakota }
COUNTY OF Minnehaha } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of September, 1975, personally appeared Luella E. Nordlie, formerly Luella E. Ball

and Obed Nordlie, 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 April 25, 1977

H.G. Neely
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 _____

151238

No. _____

FROM

TO

Dated _____, 19_____

No. Acres _____

_____ County

Term _____

This instrument was filed for record on the 14th day of October, 1975, at 2:00 o'clock P. M., and duly recorded in Volume 51 Old Series Page 637

of the records of this office.

Geo J. Yake
County Clerk

By Marilyn Clinton
Deputy.

When recorded return to

Fee $4.50

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1230 Denver Club Building, Denver, Colorado 80202 hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

PAUL MESSINGER, an individual
AND
MARLIS E. SMITH, an individual
Both of Denver, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided two percent (2%) to Paul Messinger and an undivided one percent (1%) to Marlis E. Smith, being a total of 3% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof, to-wit:

D-5422 Oil and Gas Lease effective June 1, 1967, from The United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial No. W-6047-A, INSOFAR and only insofar as said lease covers and affects the following described land in Carbon County, Wyoming:

Township 16 North, Range 90 West 6th P.M.
Section 20: NE/4

D-5370 Oil and Gas Lease effective September 1, 1970, from The United States of America, as Lessor, to Gladys A. Brock, as Lessee, bearing Serial No. W-25224, INSOFAR and only insofar as said lease covers and affects the following described land in Carbon County, Wyoming:

Township 16 North, Range 90 West 6th P.M.
Section 27: NE/4
Section 33: SW/4

D-5371 Oil and Gas Lease effective September 1, 1970, from The United States of America, as Lessor, to John A. Kochergen and Helen Howell, as Lessee, bearing Serial No. W-25225, INSOFAR and only insofar as said lease covers and affects the following described land in Carbon County, Wyoming:

Township 16 North, Range 90 West 6th P.M.
Section 27: SW/4
Section 33: NE/4

D-5365 Oil and Gas Lease effective November 1, 1974, from The United States of America, as Lessor, to Frank M. Boyce, as Lessee, bearing Serial No. W-47738, INSOFAR and only insofar as said lease covers and affects the following described land in Fremont County, Wyoming:

Township 28 North, Range 91 West 6th P.M.
Section 35: S/2

D-5440 Oil and Gas Lease effective February 1, 1974, from The United States of America, as Lessor, to John F. Partridge, as Lessee, bearing Serial No. W-43212, INSOFAR and only insofar as said lease covers and affects the following described land in Lincoln County, Wyoming:

Township 23 North, Range 113 West 6th P.M.
Section 21: Lots 3, 4, 9, 10, 11, 12

D-5114 Oil and Gas Lease effective June 1, 1971, from The United States of America, as Lessor, to William P. Barlow, as Lessee, bearing Serial No. W-28877, INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 14 North, Range 110 West 6th P.M.
Section 1: W/2SW/4
Section 2: Lots 7, 8, S/2NE/4, N/2SW/4
Section 3: Lots 7, 8, S/2NE/4, SE/4NW/4, N/2SW/4, SE/4
Section 4: Lot 6
Section 11: E/2NE/4

D-5425 Oil and Gas Lease effective December 1, 1974, from The United States of America, as Lessor, to Lester C. Hotchkiss, as Lessee, bearing Serial No. W-48123, INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 20 North, Range 97 West 6th P.M.
Section 10: NW/4

D-5387 Oil and Gas Lease effective December 1, 1974, from The United States of America, as Lessor, to Donald F. Lang, as Lessee, bearing Serial No. W-48122, INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 20 North, Range 97 West 6th P.M.
Section 4: Lots 5, 6, SE/4

D-5341 Oil and Gas Lease effective October 1, 1974, from The United States of America, as Lessor, to Halsey Brant, as Lessee, bearing Serial No. W-47369, INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 21 North, Range 98 West 6th P.M.
Section 8: E/2
Section 10: All

D-5385 Oil and Gas Lease effective January 1, 1970, from The United States of America, as Lessor, to Roy E. House, as Lessee, bearing Serial No. W-21769, INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 21 North, Range 109 West 6th P.M.
Section 20: W/2
Section 28: All
Section 32: W/2
Section 34: W/2

D-5113 Oil and Gas Lease effective July 1, 1968, from The United States of America, as Lessor, to Frederick T. Guckenberger, as Lessee, bearing Serial No. W-13443, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 29 North, Range 110 West 6th P.M.
Section 13: All
Section 14: All

D-5110 Oil and Gas Lease effective June 1, 1968, from The United States of America, as Lessor, to L. A. Walstrom, Jr., as Lessee, bearing Serial No. W-11785, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 29 North, Range 111 West 6th P.M.
Section 1: Lots 1, 2, 3, 12
Section 2: Lots 5, 17
Section 3: Lot 5
Section 4: Lot 5

D-5112 Oil and Gas Lease effective Febaury 1, 1970, from The United States of America, as Lessor, to Rosita Trujillo, as Lessee, bearing Serial No. W-21080, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 109 West 6th P.M.
Section 28: Lots 1, 2, 3 and Bed of NewFork River riparian to:
Section 28: Lots 1, 2, 3
Section 29: Lots 3, 4, 7

D-5111 Oil and Gas Lease effective January 1, 1973, from The United States of America, as Lessor, to N. B. Stachler, as Lessee, bearing Serial No. W-37673, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 112 West 6th P.M.
Section 4: Lots 1, 2, S/2NE/4, SE/4
Section 9: E/2
Section 10: All
Section 11: All
Section 12: All

D-5194 Oil and Gas Lease effective July 1, 1974, from the United States of America, as Lessor, to Shirley Anne Potestio, as Lessee, bearing Serial No. W-45829, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 34 North, Range 108 West 6th P.M.
Section 16: W/2, SE/4
Section 21: E/2
Section 22: W/2, SE/4
Section 32: Lot 5
Section 33: Lots 1, 2, 3
Section 34: Lot 4, SE/4NW/4, NE/4SW/4, N/2SE/4
Section 35: S/2NW/4, NW/4SW/4

Said overriding royalty interest herein assigned to the Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 6th day of January, 1975.

DAVIS OIL COMPANY, a Partnership

Evidence of authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of January, 1975, by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
April 8, 1978

150243

RECORDED October 14 19 75 9:00 A.M
IN BOOK 51 Oil & Gas Lease PAGE 639
FEES $11.75 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

[redacted] [redacted] [redacted]

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency where of, does hereby sell, assign, transfer and set over unto:

SOUTHLAND ROYALTY COMPANY
1010 Denver Club Building
Denver, Colorado 80202

hereinafter called "Assignee", an undivided 12.5% Interest subject to the reservations hereinafter set forth, in and to the operating rights under the following described oil and gas leases, to-wit:

D-5489 — Oil and Gas Lease effective January 1, 1967 from The United States of America, as Lessor, to Estelle Wolf, as Lessee, bearing Serial No. W-3336, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 113 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 2: Lots 1, 2, 3, S/2NE/4, E/2SW/4, SE/4
Section 11: NE/4, E/2W/2, N/2SE/4, SW/4SE/4
Section 12: All

D-5490 — Oil and Gas Lease effective February 1, 1969 from The United States of America, as Lessor, to Marguerite C. Piland, as Lessee, bearing Serial No. W-17201, in sofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 113 West, 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SW/4
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2

D-5491 — Oil and Gas Lease effective November 1, 1967 from The United States of America, as Lessor, to Grace Hager, as Lessee, bearing Serial No. W-8722-A, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 113 West, 6th P.M.
Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2

D-5492 — Oil and Gas Lease effective January 1, 1969 from The United States of America, as Lessor, to the International Nuclear Corporation, as Lessee, bearing Serial No. W-16814, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 8: SE/4SE/4
Section 10: Lot 4, SW/4NW/4, W/2SW/4
Section 15: E/2SW/4, SW/4SW/4
Section 18: Lots 3, 4, E/2W/2, E/2

D-5493 — Oil and Gas Lease effective January 1, 1966 from The United States of America, as Lessor, to C. B. Woodman, Jr., as Lessee, bearing Serial No. W-0321454, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West., 6th P.M.
Section 9: E/2E/4
Section 20: NW/4NE/4, W/2, SE/4SE/4
Section 21: NE/4NE/4, S/2NE/4, NE/4SW/4, S/2SW/4, SE/4
Section 28: All
Section 30: E/2E/2, W/2SE/4

D-5494 Oil and Gas Lease effective February 1, 1967 from The United States of America, as Lessor, to Preston Oil Company, as Lessee, bearing Serial No. W-3801, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 7: Lots 4, 5, 6, E/2SW/4, S/2SE/4
Section 9: Lots 1, 2, S/2NE/4, SW/4SW/4, E/2SW/4, W/2SE/4
Section 17: E/2, SW/4
Section 19: All
Section 30: W/2NE/4

D-5495 Oil and Gas Lease effective January 1, 1966 from The United States of America, as Lessor, to Melvin Wolf, as Lessee, bearing Serial No. W-0321457, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 22: All
Section 32: All

D-5496 Oil and Gas Lease effective February 1, 1966 from The United States of America, as Lessor, to Elaine Wolf, as Lessee, bearing Serial No. W-0321455, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 29: S/2
Section 31: SE/4

D-5497 Oil and Gas Lease effective January 1, 1966 from The United States of America, as Lessor, to Melvin Wolf, as Lessee, bearing Serial No. W-0321456, INSOFAR AND ONLY INSOFAR as said lease covers and affects ONLY THOSE HORIZONS AND FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO 5100' OR THE STRATIGRAPHIC EQUIVALENT OF THE FORT UNION SAND (AS FOUND IN SMITH DRILLING COMPANY NO. 1 FEAR RANCH UNIT WELL IN SW/4SW/4-13-32N-113W) in the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 29: N/2
Section 31: NE/4

D-5503 Oil and Gas Lease effective January 2, 1969 from The State of Wyoming, as Lessor, to the International Nuclear Corporation, as Lessee, bearing Serial No. 69-2907, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 16: S/2

D-5500 Oil and Gas Lease effective February 1, 1969 from The United States of America, as Lessor, to Lawrence C. Harris, as Lessee, bearing Serial No. W-17202-A, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 113 West, 6th P.M.
Section 8: All

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN .875% OVERRIDING ROYALTY INTEREST.

AND an undivided 6.25% Interest subject to the reservations hereinafter set forth, in and to the operating rights under the following described oil and gas lease, to-wit:

D-5501 Oil and Gas Lease effective November 1, 1967 from The United States of America, as Lessor, to Mrs. Clarie Sullivan, as Lessee, bearing Serial No. W-8874, INSOFAR AND ONLY INSOFAR as said lease covers and affects ONLY THOSE HORIZONS AND FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO 5100' SUBSURFACE, OR THE STRATIGRAPHIC EQUIVALENT OF THE FORT UNION SAND (AS FOUND IN SMITH DRILLING COMPANY NO. 1 FEAR RANCH UNIT WELL IN SW/4SW/4-13N-113W) in the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th P.M.
Section 14: All

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .375% OVERRIDING ROYALTY INTEREST.

AND certain undivided Interests subject to the reservations hereinafter set forth, in and to the operating rights under the following described oil and gas leases as set forth below under each of the Tract, to-wit:

D-5502 Oil and Gas Lease effective November 1, 1966 from The United States of America, as Lessor, to Beard Oil Company, as Lessee, bearing Serial No. W-2114, INSOFAR AND ONLY INSOFAR as said lease covers and affects ONLY THOSE HORIZONS AND FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO 4410' SUBSURFACE in the following described land in Sublette County Wyoming:

TRACT I - an undivided 12.5% Interest
Township 31 North, Range 113 West, 6th P.M.
Section 10: S/2SW/4

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF 1.53125% OVERRIDING ROYALTY INTEREST.

TRACT II - an undivided 6.25% Interest
Township 31 North, Range 113 West, 6th P.M.
Section 3: SW/4
Section 10: N/2SW/4, NW/4

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .375% OVERRIDING ROYALTY INTEREST.

D-5499 Oil and Gas Lease effective November 1, 1967 from The United States of America, as Lessor, to Mrs. Claire Sullivan, as Lessee, bearing Serial No. W-8873, INSOFAR AND ONLY INSOFAR as said lease covers and affects ONLY THOSE HORIZONS AND FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO 4710' SUBSURFACE in the following described land in Sublette County, Wyoming:

Assignment of Operating Rights
From Davis Oil Company to Southland Royalty Company
Dated July 3, 1975

TRACT I - an undivided 12.5% Interest
Township 32 North, Range 113 West, 6th P.M.
Section 26: SW/4NW/4

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF 1.53125% OVERRIDING ROYALTY INTEREST.

TRACT II - an undivided 6.25% Interest
Township 32 North, Range 113 West, 6th P.M.
Section 26: NE/4, E/2NW/4, NW/4NW/4
Section 27: W/2, SE/4, E/2NE/4
Section 34: NE/4

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .375% OVERRIDING ROYALTY INTEREST.

D-5498 Oil and Gas Lease effective November 1, 1966 from The United States of America, as Lessor, to J. M. Huber, Corporation, as Lessee, bearing Serial No. W-2113 INSOFAR AND ONLY INSOFAR as said lease covers and affects ONLY THOSE HORIZONS AND FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO 4710' SUBSURFACE in the following described land in Sublette County, Wyoming:

TRACT I - an undivided 12.5% Interest
Township 31 North, Range 113 West, 6th P.M.
Section 11: W/2SW/4

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF 1% OVERRIDING ROYALTY INTEREST.

TRACT II - an undivided 6.25% Interest
Township 31 North, Range 113 West, 6th P.M.
Section 2: Lots 4, W/2SW/4
Section 3: SE/4
Section 10: E/2
Section 11: W/2NW/4

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .1875% OVERRIDING ROYALTY INTEREST

In the event Assignee desires to surrender said leases as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least (75) days in advance of the anniversary date specified in said leases, and Assignor hereunder shall then have thirty (30) 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.

THIS ASSIGNMENT is made subject to all the terms and conditions of that certain Assignment dated December 9, 1974, from Depco, Inc. to Davis Oil Company.

THIS ASSIGNMENT IS made without warranty of title either express or implied.

EXECUTED this 3rd day of July, 1975.

DAVIS OIL COMPANY, a Partnership

Evidence of authority of Attorney in Fact is on file in W-063438 and such authority is still in effect.

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 3rd day of July, 1975, before me, a Notary Public in and for said County and State, came the above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year last above written.

Patricia Graul
Patricia Graul, Notary Public

My Commission Expires:
May 23, 1978.

150244

RECORDED October 14 19 75 900 A.M
IN BOOK 51 O+G Leases PAGE 643
FEES $15.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway - Suite 1700, Denver, Colorado 80202, is the owner of the oil and gas leases and lands described in Exhibit "A" attached hereto and by this reference made a part hereof, said leases and lands being located in Sublette County, State of Wyoming.

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, C & K PETROLEUM, INC., hereinafter called "Assignor," does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee," an overriding royalty equal to 2½% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of those certain oil and gas leases listed in the attached Exhibit "A" insofar as same cover the oil and gas leasehold estate as to the land described therein.

Assignor, its successors and assigns, without further consent or approval of Assignee, shall have the right and power to pool or unitize any overriding royalty interest hereby assigned to the same extent and in the same manner as any Lessor's interest may be pooled into such units as it may be deemed advisable for the production and development of oil or gas.

In the event any lease hereto covers less than the full and undivided mineral interest in the lands described in such lease, then the overriding royalty herein conveyed as to such lease and lands shall be proportionately reduced.

Said overriding royalty shall bear its proportionate share of any ad valorem taxes or similar taxes imposed upon any oil, gas and mineral estate in the lands covered hereunder and shall bear its proportionate share of any taxes assessed on the oil and gas attributable to said overriding royalty or the value thereof, or for or on account of the production or sale thereof, including any so-called gross production or severance taxes.

Assignor does not warrant title to the overriding royalty interest herein conveyed nor does Assignor agree to maintain these leases by payment of rentals or otherwise. The said overriding royalty interest herein assigned shall also apply to any renewals of the oil and gas leases and lands described in the attached Exhibit "A". For this purpose, a renewal lease shall include any new oil and gas lease covering lands subject hereto which is acquired by Assignor within 90 days after the lapse or termination of such prior lease.

IN WITNESS WHEREOF, this instrument is executed this 24th day of February, 1975.

ATTEST:

Gerald Van Hook

Assistant Secretary
Gerald Van Hook

C & K PETROLEUM, INC.

BY W. C. Tillett

W. C. Tillett, Vice President

STATE OF COLORADO)
ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of February, 1975 by W.C. TILLETT as Vice President, and GERALD VAN HOOK as Assistant Secretary of C & K Petroleum, Inc., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 24, 1977

Laurel J. Braun
Notary Public

150245

RECORDED October 14 1975 9:00 A.M
IN BOOK 51 Oil & Gas Lease PAGE 648
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Sexton

STATE OF WYOMING

COUNTY OF SUBLETTE

EXHIBIT "A"

Attached to and made a part of
Assignment of Overriding Royalty
from C & K PETROLEUM, INC. to
DICK V. WELCH
dated February 24, 1975

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
W-310-1	Priscilla M. Bower	Stuart M. McKinley	10-28-74	Township 29 North - Range 112 West,6th P.M. Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51	260
W-310-2	Priscilla M. Bower Guardianship of Kathleen Anne Miller, Patricia Mildred Miller & Matthew Daniel Miller	Stuart M. McKinley	10-28-74	Township 29 North - Range 112 West,6th P.M. Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51	263
W-310-3	Robert Mickelson Miller	Stuart M. McKinley	10-28-74	Township 29 North - Range 112 West,6th P.M. Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51	265

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that CITIES SERVICE OIL COMPANY, a Delaware corporation, the address of which is P. O. Box 300, Tulsa, Oklahoma 74102, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, convey, sell, assign and deliver unto CITIES SERVICE COMPANY, a Delaware corporation, the address of which is P. O. Box 300, Tulsa, Oklahoma 74102, its successors and assigns, the leasehold interests (whether existing by virtue of conveyance, contract or otherwise) of CITIES SERVICE OIL COMPANY in oil, gas or minerals, such leasehold interests being the working interests in all of the oil and gas leases, and oil, gas and mineral leases owned by CITIES SERVICE OIL COMPANY insofar as said leases cover and/or apply to land located in Sublette County, State of Wyoming.

This Assignment shall be effective September 1, 1975.

IN WITNESS WHEREOF, CITIES SERVICE OIL COMPANY has caused this Assignment to be executed by its duly appointed Attorney-in-Fact this 2nd day of September, 1975, but effective as of the effective date herein stated.

CITIES SERVICE OIL COMPANY

By Mark F. Payton
Mark F. Payton Attorney-in-Fact

150349

RECORDED October 20 1975 9:00 A M
IN BOOK 51 O & G Lease PAGE 651
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public within and for said State and County, on this 2nd day of September, 1975, personally appeared Mark F. Payton, to me known to be the person who executed the foregoing instrument on behalf of CITIES SERVICE OIL COMPANY, a corporation of the State of Delaware, and acknowledged that he executed the same as the free act and deed of said CITIES SERVICE OIL COMPANY.

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

Evelyn M. Schultz
Evelyn M. Schultz Notary Public

My Commission Expires:
JUL 25 1976

[redacted] [redacted] [redacted]

ASSIGNMENT OF RIGHTS IN OPERATING AGREEMENT

THIS Assignment of Rights and Operating Agreement made and entered into this 30th day of September, 1975, by and between Petro-Search, Inc. of 825 Petroleum Club Building, Denver, Colorado 80202 ("Petro-Search") and Helmet Petroleum Corporation, 1016 Metrobank Building, 475 17th Street, Denver, Colorado 80202 ("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 & Associates, Inc. ("Chandler") an undivided one-half of Belco's interest in the exclusive right and privileges of operating, testing and developing certain lands, down to depths expressed in said Operating Agreement, together with the rights and privileges granted to the lessee under the terms of the oil and gas leases covering said lands, reference being made to said Operating Agreement for all of the various terms, provisions and conditions hereof; and

WHEREAS, Belco, by Operating Agreement dated June 30, 1970, assigned to Chandler all of its interest in the exclusive right and privilege of operating, testing and developing the following described lands and United States oil and gas leases, to certain depths described in said Operating Agreement, described as follows:

EV-024966:
Township 30 North, Range 113 West
Sec. 23: W2NE, E2NW, SWNW

EV-024966-A:
Township 30 North, Range 113 West
Sec. 23: NWNW

WY-27645 (formerly Wy-05504):
Township 30 North, Range 113 West
Sec. 14: S2SW, SWSE

insofar as said leases cover formations occurring between the surface and depth of 4,082 fee, Sublette County, Wyoming.

WHEREAS, Chandler by Assignment of Rights in Operating Agreement dated December 24, 1970, assigned to Petro-Search an undivided 32% of its interest in said Operating Agreements of February 25, 1970, and June 30, 1970, insofar as they cover certain of the leases, lands and formations described in said Operating Agreements.

WHEREAS, Petro-Search, Inc., by Assignment of Operating Rights dated January 31, 1974, assigned to Helmet Petroleum Corporation an undivided 98.53187% of its 32% interest in said Operating Agreements of February 25, 1970 and June 30, 1970, insofar as they cover certain of the leases, lands and formations described in said Operating Agreements.

WHEREAS, the parties hereto desire that Petro-Search assign to Helmet

all of its remaining interest (being an undivided .15268552%) in said Operating Agreements of February 25, 1970 and June 30, 1970, insofar as they cover certain of the leases, lands and formations described in said Operating Agreements.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Petro-Search does hereby sell, assign, transfer and convey unto Helmet Petroleum Corporation an undivided .15268552% interest in all of the rights and privileges assigned to it by reason of the Assignment of Rights in Operating Agreement dated December 24, 1970, as referred to above, insofar as the same covers the leases, lands and formation depths shown below:

EV-024966:
Township 30 North, Range 113 West
Sec. 23: W2NE, E2NW, SWNW

EV-024966-A:
Township 30 North, Range 113 West
Sec. 23: NWNW

WY-27645 (formerly Wy-05504):
Township 30 North, Range 113 West
Sec. 14: S2SW, SWSE

All located in Sublette County, Wyoming

insofar as said leases cover formations occurring between the surface and 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 expressed 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 roy[redacted]ayable to the United States, aggregate in excess of 17½% [redacted] 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% x .15268552% 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 leases and the interests conveyed hereby and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

EXECUTED this 30th day of September, 1975.

ATTEST:

PETRO-SEARCH, INC.

Assistant Secretary

James K. Munn, Vice President

ATTEST:

HELMET PETROLEUM CORPORATION

Assistant Secretary

J. P. Collins, Sr. Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me, this 30th day of September, 1975, by James K. Munn, as Vice President of Petro-Search, Inc.

Witness my hand and official seal.

My Commission Expires:

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of October, 1975, by J. P. Collins, as Sr. Vice President of Helmet Petroleum Corporation.

Witness my hand and official seal.

My Commission Expires:

July 27, 1979

Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENTS

ASSIGNEE HEREBY REQUESTS APPROVAL OF ASSIGNMENT(S) AS FOLLOWS:

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 Corporation 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 1st day of October, 1975

ATTEST: HELMET PETROLEUM CORPORATION

Linda J. Dennis

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

153573

RECORDED [illegible] 19[illegible]

IN BOOK [illegible] PAGE 453

FEES $ [illegible] COUNTY CLER

SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible]

[redacted] [redacted] [redacted]

#2-23 Deer Hill HPC: 0259

FACSIMILE REPRODUCTION BY [illegible] Denver 296-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1165

Serial No.
EV 024966 A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

HELMET PETROLEUM CORPORATION

1016 Metrobank Building
475 17th Street
Denver, Colorado 80202

43-1574

RECORDED [illegible], 19[illegible]
IN BOOK [illegible] PAGE 657
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

SUBLETTE COUNTY, WYOMING
FILED
IN BOOK
RECORDED

.15268552%

The undersigned, as owner of / 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 113West, 6th P.M.
Sec. 23: NWNW

Sublette County, Wyoming
containing 40.0 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*) 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*) 9.375% x .15268552%

% b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) 6% plus 32.5% 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 barrels, if **

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.

** less than 25 barrels, overriding royalty is 32.5% 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 30th day of September, 19 75
PETRO-SEARCH, INC.

(Assignor's Signature)
James K. Murin, Vice President

825 Petroleum Club Building
(Assignor's Address)

ATTEST:
Assistant Secretary

Denver, Colorado 80202
(City) (State) (Zip Code)

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective _____ By _____
(Authorized Officer)

657

(Title) (Date)

NOTE: This form may be reproduced provided that it is in exact reproductions on one sheet of both sides of this official form

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 COLOPADO)
COUNTY OF DENVER) ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana)

On October 1, 19 75, before me personally came the above named J. P. Collins (who being by me duly sworn, did say that he is the Sr. Vice President of HELMET PETROLEUM CORPORATION 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: July 27, 1979

Notary Public
Residing at Denver, Colorado

[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 _X_ Corporation 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 1st day of October , 19 75

ATTEST:

Gloria L. Kennick
Assistant Secretary

HELMET PETROLEUM CORPORATION

J. P. Collins
(Assignee's Signature)
J. P. Collins, Sr. Vice President

1016 Metrobank Building
475 17th Street
Denver, Colorado 80202

(Address, include zip code)

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

STATE OF COLORADO }
COUNTY OF DENVER } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September 30, 19 75, 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: [redacted]

Notary Public
Residing at.

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. *Extent 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 of 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. 2
TO
STATEMENT OF BENEFICIAL INTEREST

RE: 1. Oil and Gas Lease from United States of America, bearing Serial No. EV-024966, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: NENW, S2NW, W/2NE

2. 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.
Sec. 14: N2SW, NWSE, S/2SW, SWSE

3. Oil and Gas Lease from United States of America, bearing Serial No. EV-024966-A, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: NWNW

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 3rd and 4th, 1971, the undersigned executed a Statement of Beneficial Interest, setting forth the beneficial ownership of the referenced oil and gas leases as to the referenced lands only, which are in the name of Petro-Search, Inc.

2. On January 31, 1974, the undersigned executed Amendment No. 1 to said Statement of Beneficial Interest to reflect certain conveyances theretofore made to Helmet Petroleum Corporation.

3. The undersigned have by separate instruments, assigned and conveyed unto Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas leases and leasehold estates, as to the referenced lands only:

BENEFICIAL OWNER	PERCENT OF INTEREST CONVEYED
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	100%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	100%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	100%
TOTAL	100%

4. That the beneficial ownership in the referenced oil and gas leases and leasehold estates, as to the referenced lands 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	None
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	None
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	None
TOTAL	NONE

5. Except as herein modified, Statement of Beneficial Interest dated February 3rd and 4th, 1971, as amended by Amendment No. 1 dated January 31, 1974, 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 30th day of September, 1975.

ATTEST:

PETRO-SEARCH, INC.

Assistant Secretary

James K. Munn, Vice President

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:

Assistant Secretary

James K. Munn, Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned Notary Public, in and for said County and State, on this 30th day of September, 1975, 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.

My Commission Expires:

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned Notary Public in and for said County and State, on this 30th day of September, 1975, 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.

My Commission Expires:

[illegible]

Notary Public

150875

RECORDED [illegible] 19 [illegible] 2:05 P.M.
IN BOOK 21 [illegible] PAGE 662
FEES $4.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [illegible]

[redacted] [redacted]

#2-23 Deer Hi [redacted]: 0258

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1165

Serial No.
EV 024966

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

HELMET PETROLEUM CORPORATION
Suite 1016 Metrobank Building
475 17th Street
Denver, Colorado 80202

1

The undersigned, as owner of .15268552% percent of record title of the above-designated oil and gas lease issued effective 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 3106.2-3)*

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: W/2NE, E/2NW, SWNW
Sublette County, Wyoming
containing 200.0 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)* 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.)* 9.375% x .15268552%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only.)* 6% plus 32.5% 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 barrels, if less~~**

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.

**than 25 barrels, overriding royalty is 32.5% 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 30th day of September, 1975

PETRO-SEARCH, INC.

(Assignor's Signature)

James K. Munn, Vice President
ATTEST:

Assistant Secretary

825 Petroleum Club Building
(Assignor's Address)

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:

Assignment approved effective _____ By _____
(Authorized Officer)

663

(Title) (Date)

NOTE: This form may be reproduced provided copies are exact reproductions on one sheet of both sides of this [illegible] in accordance with the provisions of 43 CFR 3106.

475 17th Street
Denver, Colorado 80202
(Address of lessee)

This instrument must be executed by lessee and by any assignee making assignments to the United States and by any intermediate assignee making assignments to lessee or to an assignee of lessee.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana)

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On October 1, 1975, before me personally came the above named J. P. Collins (who being by me duly sworn, did say that he is the Sr. Vice President of HELMET PETROLEUM CORPORATION 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: July 27, 1979

Notary Public
Residing at: Denver, Colorado

[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 [X] Corporation 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 1st day of October , 19 75

ATTEST:

Linda L. Derrick
Assistant Secretary

HELMET PETROLEUM CORPORATION

J. P. Collins
(Assignee's Signature)

J. P. Collins, Sr. Vice President

1016 Metrobank Building
[illegible] 7th Street
Denver, Colorado 80202
(Address, include zip code)

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

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

STATE OF COLORADO }
COUNTY OF Denver } ss.

On September 30 , 19 75 , 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: [illegible]

Notary Public
Residing at:

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 operating or royalty interests, *operating agreements*, or sub-leases. 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. 2
TO
STATEMENT OF BENEFICIAL INTEREST

RE: 1. Oil and Gas Lease from United States of America, bearing Serial No. EV-024966, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: NENW, S2NW, W/2NE

2. 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.
Sec. 14: N2SW, NWSE, S/2SW, SWSE

3. Oil and Gas Lease from United States of America, bearing Serial No. EV-024966-A, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: NWNW

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 3rd and 4th, 1971, the undersigned executed a Statement of Beneficial Interest, setting forth the beneficial ownership of the referenced oil and gas leases as to the referenced lands only, which are in the name of Petro-Search, Inc.

2. On January 31, 1974, the undersigned executed Amendment No. 1 to said Statement of Beneficial Interest to reflect certain conveyances theretofore made to Helmet Petroleum Corporation.

3. The undersigned have by separate instruments, assigned and conveyed unto Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas leases and leasehold estates, as to the referenced lands only:

BENEFICIAL OWNER	PERCENT OF INTEREST CONVEYED
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	100%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	100%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	100%
TOTAL	100%

[redacted] [redacted] [redacted]

4. That the beneficial ownership in the referenced oil and gas leases and leasehold estates, as to the referenced lands 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	None
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	None
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	None
TOTAL	NONE

5. Except as herein modified, Statement of Beneficial Interest dated February 3rd and 4th, 1971, as amended by Amendment No. 1 dated January 31, 1974, 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 30th day of September, 1975.

ATTEST:

PETRO-SEARCH, INC.

Assistant Secretary

James K. Munn, Vice President

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:

Assistant Secretary

James K. Munn, Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned Notary Public, in and for said County and State, on this 30th day of September, 1975, 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.

My Commission Expires:

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned Notary Public in and for said County and State, on this 30th day of September, 1975, 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.

My Commission Expires:

[illegible]

Notary Public

151576

RECORDED [illegible] 19 [illegible] 2:22 P.M.
IN BOOK 31 of Misc. PAGE 643
FEES $16.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [illegible]

[redacted] [redacted]

#2-24 D: [redacted] HPC: 02[illegible]

FOR APPROVED
MINERAL [illegible]

Serial No.
W-27645

LAND OFFICE USE ONLY
New Serial No.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FACSIMILE REPRODUCTION BY [illegible] Denver 266-1691

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

HELMET PETROLEUM CORPORATION
1016 Metrobank Building
475 17th Street
Denver, Colorado 80202

1

The undersigned, as owner of .15268552% percent of record title of the above-designated oil and gas lease issued effective as of 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.
Sec. 14: S2SW, SWSE, N2SW, NWSE

Sublette County, Wyoming
containing 240.0 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) 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) 9.375% x .15268552%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 6% plus 32.5% 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 barrels, if **

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.

**less than 25 barrels, overriding royalty is 32.5% 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 30th day of September, 19 75

PETRO-SEARCH, INC.

(Assignor's Signature)

James K. Munn, Vice President

ATTEST:

Assistant Secretary

825 Petroleum Club Building
(Assignor's Address)

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:

Assignment approved effective _____ By _____
(Authorized Officer)

669 _____
(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

Denver, Colorado 80202

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

CORPORATE ACKNOWLEDGMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana.

On October 1, 1975, before me personally came the above named J. P. Collins (who being by me duly sworn, did say that he is the Sr. Vice President of HELMET PETROLEUM CORPORATION 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: July 27, 1979

Orveta Roberts
Notary Public
Residing at Denver, Colorado

[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 [X] Corporation 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 1st day of October , 1975

ATTEST

Assistant Secretary

HELMET PETROLEUM CORPORATION

(Assignee's Signature)

J. P. Collins, Sr. Vice President

1016 Metrobank Building
475 17th Street
[redacted]

(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 September 30, 1975, 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: [redacted]

Notary Public
Residing at:

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 operating or royalty interests, operating agreements, or sub-leases.* 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. 2
TO
STATEMENT OF BENEFICIAL INTEREST

RE: 1. Oil and Gas Lease from United States of America, bearing Serial No. EV-024966, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: NENW, S2NW, W/2NE

2. 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.
Sec. 14: N2SW, NWSE, S/2SW, SWSE

3. Oil and Gas Lease from United States of America, bearing Serial No. EV-024966-A, insofar as such lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Sec. 23: NWNW

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 3rd and 4th, 1971, the undersigned executed a Statement of Beneficial Interest, setting forth the beneficial ownership of the referenced oil and gas leases as to the referenced lands only, which are in the name of Petro-Search, Inc.

2. On January 31, 1974, the undersigned executed Amendment No. 1 to said Statement of Beneficial Interest to reflect certain conveyances theretofore made to Helmet Petroleum Corporation.

3. The undersigned have by separate instruments, assigned and conveyed unto Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas leases and leasehold estates, as to the referenced lands only:

BENEFICIAL OWNER	PERCENT OF INTEREST CONVEYED
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	100%
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	100%
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	100%
TOTAL	100%

[redacted] [redacted] [redacted]

4. That the beneficial ownership in the referenced oil and gas leases and leasehold estates, as to the referenced lands 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	None
1968-1969 Petro-Search Fund Oil Exploration Program 69-2	None
1968-1969 Petro-Search Fund Oil Exploration Program 69-3	None
TOTAL	NONE

5. Except as herein modified, Statement of Beneficial Interest dated February 3rd and 4th, 1971, as amended by Amendment No. 1 dated January 31, 1974, 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 30th day of September, 1975.

ATTEST:

PETRO-SEARCH, INC.

Assistant Secretary

James K. Munn, Vice President

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:

Assistant Secretary

James K. Munn, Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned Notary Public, in and for said County and State, on this 30th day of September, 1975, 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.

My Commission Expires:

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned Notary Public in and for said County and State, on this 30th day of September, 1975, 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.

My Commission Expires:

_____

_____
Notary Public

159577

RECORDED [illegible] 19 [illegible] M
IN BOOK [illegible] PAGE [illegible]
FEES $[illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [illegible]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PETRO-SEARCH, INC., of 825 Petroleum Club Building, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

HELMET PETROLEUM CORPORATION
1660 Lincoln Street - Suite 2904
Denver, Colorado 80203

hereinafter called Assignee, an undivided .0302% overriding royalty interest of all oil, gas and casinghead gas, produced, saved and marketed from the Oil and Gas Lease(s) as described on attached Exhibit "A" or any extensions or renewals thereof.

Said overriding royalty interests herein assigned to the Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interests or the production therefrom.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 30th day of September, 1975.

ATTEST:

PETRO-SEARCH, INC.

BY: _____
Assistant Secretary

BY: _____
James K. Munn, Vice President

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of September, 19 75 personally appeared JAMES K. MUNN, 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.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My Commission expires:_____

EXHIBIT "A"
TO
THAT CERTAIN OVERRIDING ROYALTY ASSIGNMENT
FROM
PETRO-SEARCH, INC. to HELMET PETROLEUM CORPORATION
DATED September 30, 1975

EV-024966:
Township 30 North, Range 113 West
Sec. 23: W2NE, E2NW, SWNW

EV-024966-A:
Township 30 North, Range 113 West
Sec. 23: NWNW

WY-27645 (formerly Wy-05504):
Township 30 North, Range 113 West
Sec. 14: S2SW, SWSE

151572

RECORDED [illegible] 19 75 2:40 P.M.
IN BOOK [illegible] PAGE 475
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible]

678 ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, FRED H. LENWAY AND COMPANY
995 Market Street, San Francisco, California 94103, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number STA-W-70-18025,
and covering land situate in Sublette County, Counties, described as follows:

T 30 N - R 114 W - 6th. P.M.
Sec. 36: E½

and containing 320.00 acres more or less, for and in consideration of the sum of Ten and no/100------ Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Ann K. Lenway % Robert O. Folkoff & Company - 995 Market Street
of San Francisco, California 94103, assignee, all rights, title and interest, of assignor in and to said lease
insofar as it covers the following described land: (namely 2.50% of 8/8ths.)

Same as above

15:722

RECORDED November 10 1975 8:00 A.M.
IN BOOK 51 Extension PAGE 678
FEES $3.00 Sara J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Penelope Clinton

and containing 320.00 acres, more or less, reserving, however, unto assignor Nil

TO HAVE AND TO HOLD unto the said ____, ____ 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 October, 1975

WITNESS:

/s/ Laurie Brodkin

By: Fred H. Lenway & Company Assignor-Lessee

By /s/ Hugh Class

Vice President

Attest:

/s/ Max Weingarten

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of ____
County of ____ } ss.

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

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

(SEAL)

Notary Public

My Commission expires: ____

ACKNOWLEDGEMENT (For use by Corporation)

State of CALIFORNIA
County of SAN FRANCISCO } ss.

On this 14th day of [illegible], A. D. 19[illegible], before me personally appeared [illegible], to me personally known, who, being by me duly sworn, did say that he is the ____ of FRED H. LENWAY AND COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ____ day of [illegible], A. D. 19____.

(SEAL)

A. ROSS
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Aug. 25, 1977
555 California St., 34th Fl., San Francisco, CA. 94104

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 prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office re[illegible]

MARTH OIL CO.

to

CROWN CENTRAL PETROLEUM CORPORATION

DISCHARGE AND TERMINATION OF

PRODUCTION PAYMENT

Effective as of May 1, 1975

150748
RECORDED 4/24/75 1975 at 2 P.M.
IN BOOK 57 at PAGE 672
FEES $12.25 Clara G. Yarbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Quinton Deputy

Return to:
Thomas D. McGown
Vinson, Elkins, Searls, Connally & Smith
Attorneys at Law
First City National Bank Building
Houston, Texas 77002

DISCHARGE AND TERMINATION OF PRODUCTION PAYMENT

WHEREAS, by Part II of a conveyance, dated as of October 21, 1971 (the "Conveyance"), and recorded in various counties and parishes set forth in Schedule I attached hereto and made a part hereof, MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, assigned and conveyed to Crown Central Petroleum Corporation certain properties and interests in properties described in Exhibit "A" thereto (the "Exhibit "A" Properties"), reserving to itself a production payment in the primary sum of $16,850,000 (the "Production Payment"), which was payable out of certain interests in the Hydrocarbons produced and saved from the Exhibit "A" Properties, as more particularly described in the Conveyance; and

WHEREAS, the Production Payment has been paid in full to Marth Oil Co., which was the legal owner and holder thereof at the time of such payment; so that a written release should be given of the Production Payment and the interests in the Exhibit "A" Properties from which the Production Payment was paid:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Marth Oil Co., the address of which is 3570 North Avondale Avenue, Chicago, Illinois 60618, acting herein by and through its sole general partner, Gerald Marth, for and in consideration of the full and final payment of the Production Payment, together with all interest thereon and appurtenent charges thereto, the receipt of which is hereby acknowledged, does hereby fully discharge, release and terminate the Production Payment, and Marth Oil Co. does hereby release, relinquish, remise and quitclaim unto Crown Central Petroleum Corporation, its successors and assigns (without warranty of any kind, express or implied) all right, title and interest that Marth Oil Co. has, or to which it may be entitled, in and to the Exhibit "A" Properties, or any interest therein or related thereto.

This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical except that there has been attached to the counterparts to be filed and recorded in the various counties of Oklahoma a schedule or schedules reflecting a particular description of the properties situated in such county in which the counterpart is filed and recorded.

This instrument, including the attached acknowledgments and Schedules, was prepared by Thomas D. McGown of the law firm of Vinson, Elkins, Searls, Connally & Smith, Houston, Texas.

DATED ~~this~~ OCT 20 ~~day of August,~~ 1975, but effective as of the 1st day of May, 1975, at 7:00 a.m.

MARTH OIL CO.

By: _____
General Partner

Witnesses:

_____

_____

-2-

SCHEDULE I

THE ASSIGNMENT AND CONVEYANCE,
DATED AS OF OCTOBER 21, 1971, FROM
WILLIAM J. ROCHELLE, JR., AS TRUSTEE FOR
SUNSET INTERNATIONAL PETROLEUM CORPORATION TO
MARTH OIL CO. (PART I) AND
THE CONVEYANCE AND RESERVATION OF PRODUCTION PAYMENT
FROM MARTH OIL CO. TO
CROWN CENTRAL PETROLEUM CORPORATION (PART II),
IS RECORDED IN THE FOLLOWING STATES AND COUNTIES
(OR PARISHES) AS FOLLOWS:

State and County	File Date	Document File No.	Book	Page	*Record
ALABAMA					
Butler	10-27-71	None	177	1	Deed
Monroe	11-02-71	None	246	228	
Wilcox	11-01-71	None	6V	389	
ARKANSAS					
Crawford	10-27-71	#2815	331	47	
Franklin	10-27-71	None	101	58	
Johnson	10-27-71	None	61	129	
Logan					
No. Dist.	10-27-71	#1437	38	441	Misc. Lease
So. Dist.	10-27-71	None	Z	65	Misc. Lease
Scott	10-27-71	None	125	137	
Sebastian	10-27-71	None	232	67	
Yell	10-27-71	None	13	404	
CALIFORNIA					
Fresno	10-27-71	#85529	5949	664	
Kern	10-27-71	#32754	4592	214	
Los Angeles	10-27-71	#2186	D-5236	311	
Orange	10-27-71	#26580	9864	796	
Ventura	10-27-71	#66242	3879	101	

*If no record is named, instrument is recorded in General County Records

State and County	File Date	Document File No.	Book	Page	*Record
COLORADO					
Garfield	10-27-71	#251485	424	10	
La Plata	10-27-71	#367568	Microfilm No.	367568	
Logan	10-27-71	#491646	661	471	
Mesa	10-27-71	#1013678	966	1	
Teller	10-27-71	#212701	Drawer 5, Card	1846A	
Washington	10-27-71	#708090	644	356	
KENTUCKY					
Webster	10-27-71	None	77	None	Miscellaneous
LOUISIANA					
Acadia Parish	10-27-71	#396546	W-29	1	Conveyance
Bienville Parish	10-27-71	#U-7749	323	502	Conveyance
MISSISSIPPI					
Adams	10-27-71	None	148	175	Oil & Gas
Covington	10-27-71	None	78	209	Oil & Gas Lease
Issaquena	10-27-71	None	12	146	Oil & Gas
Warren	10-27-71	None	482	271	Deed
Wilkinson	10-27-71	None	6L	375	
MONTANA					
Carbon	10-28-71	#182910	55	255	Miscellaneous
Daniels	10-28-71	#176254	130	36	Miscellaneous
Roosevelt	10-28-71	#248218	307	318-618	Assignment of Lease
			315	1-497	
Sheridan	10-28-71	#358171	434	45	
NEW MEXICO					
Chaves	10-28-71	#70711	136	1-323	
			135	527-1000	Misc. Real Estate
Eddy	10-27-71	None	82	353	Miscellaneous
Lea	10-27-71	#9161	274	791	Oil & Gas
Rio Arriba	10-27-71	#35188	75	79	Oil & Gas
Roosevelt	10-27-71	#25737	73	335	Oil & Gas
San Juan	10-27-71	#45112	693	308	

*If no record is named, instrument is recorded in General County Records

State and County	File Date	Document File No.	Book	Page	*Record
NORTH DAKOTA					
Bottineau	10-27-71	#245508	168	343	Miscellaneous
Burke	10-26-71	#124942	108	198	Miscellaneous
McKenzie	10-27-71	#188697	163	87	Miscellaneous
Mountrail	10-27-71	#212660	408	27	
Ward	10-27-71	#507290	186	375	Miscellaneous
Williams	10-27-71	#350485	351	157	Assignment
OKLAHOMA					
Alfalfa	10-27-71	#3057	259	456	
Atoka	10-27-71	#9150	312	464	
Beaver	10-27-71	#K6646	375	578	
Caddo	10-27-71	#9554	569	103	
Carter	10-27-71	#5855	640	1	
Cimarron	10-27-71	#2619	147	215	
Cleveland	10-27-71	#15780	525	204	
Coal	10-27-71	#12736	332	853	
Comanche	10-27-71	#006681	787	583	
Garfield	10-27-71	#237744	368	1	Miscellaneous
Grady	10-27-71	#21156	906	795	
Grant	10-27-71	#1465	256	202	
Harper	10-27-71	#1T-1542	215	340	
Haskell	10-27-71	#170786	279	666	
Hughes	10-27-71	#3254	451	166	Miscellaneous
Kay	10-27-71	#108320	324	445	
Kingfisher	10-27-71	#3411	441	1	
Latimer	10-27-71	#9188	124	296	
LeFlore	10-27-71	#4785	567	225	
Lincoln	10-27-71	#4758	582	260	
Major	10-27-71	#3337	367	331	Miscellaneous
Osage	10-27-71	#01896	334	219	
Payne	10-27-71	#6266	97AR	127	A.R.
Pittsburg	10-27-71	#21596	323	371	
Pontotoc	10-27-71	#4448	807	1	
Pottawatamie	10-27-71	#7656	404	593	
Sequoyah	10-27-71	#16087	356	427	
Woods	10-27-71	#4078	300	505	Miscellaneous
Woodward	10-27-71	#4221	337	381	
PENNSYLVANIA					
Elk	10-27-71	#2265	028	93	Miscellaneous

*If no record is named, instrument is recorded in General County Records

State and County	File Date	Document File No.	Book	Page	*Record
TEXAS					
Andrews	10-27-71	#CFN19233	381	448	Deed
Brooks	10-27-71	#32105	87	465	Deed
Brown	10-27-71	#4487	618	403	Deed
Caldwell	10-27-71	#2208	345	473	Deed
Carson	10-27-71	#950	151	669	Deed
Chambers	10-27-71	#2262	328	565	Deed
Clay	10-27-71	#18705	264	344	Deed
Cochran	10-27-71	#847	121	43	Deed
Cooke	10-27-71	#4376	528	577	Deed
Crane	10-27-71	#25815	226	329	Deed
Crockett	10-27-71	#55969	262	444	Deed
Ector	10-27-71	#10768	609	116	Deed
Gaines	10-27-71	#10113	203	413	Oil & Gas Lease
Glasscock	10-27-71	#5467	138	348	Deed
Gray	10-27-71	#16601	336	198	Deed
Hansford**	10-27-71	#4481	68	118	Deed of Trust
Hockley	10-27-71	#5458	284	63	Deed
Houston	10-27-71	#3699	484	166	Deed
Hutchinson	10-27-71	#160592	373	447	Deed
Jack	10-27-71	#9513	330	13	Deed
Jefferson	10-27-71	#820877	1704	450	Deed
Jim Wells	10-27-71	#153395	171	17	Oil & Gas
Kleberg	11-02-71	#113796	255	125	Deed
Live Oak	10-27-71	#36318	89	114	Oil, Gas & Mineral
Lubbock	10-27-71	#20999	1285	203	Deed
Madison	10-27-71	#54143	190	338	Deed
Matagorda	10-27-71	#904	501	564	Deed
Midland	10-27-71	#8099	547	79	Deed
Navarro	10-27-71	#5742	803	9	Deed
Ochiltree	10-27-71	#7868	281	245	Deed
Pecos	10-27-71	#64370	410	598	Lease
Reagan	10-27-71	#34739	126	396	Oil & Gas Lease
Reeves	10-27-71	#4044	309	480	Oil & Gas Lease
Roberts	10-27-71	#3528	26	260	Lease
Schleicher	10-27-71	#32607	132	50	Deed
Shackleford	10-27-71	#15448	233	720	Deed
Sterling	10-27-71	None	95	9	Deed
Terry	10-27-71	#97710	329	769	Deed
Ward	10-27-71	#3998	344	119	Assignment
Winkler	10-27-71	#A88688	258	525	Deed

*If no record is named, instrument is recorded in General County Records

**Re-recorded in

Hansford	01-12-72	#4771	92	377	Deed

State and County	File Date	Document File No.	Book	Page	*Record
TEXAS (Cont'd.)					
Wise					
Orig. Conv.	10-27-71	#83310	186	421	Lease
Supp. Conv.	12-15-71	#83719	187	97	Lease
Yoakum	10-27-71	#107318	306	327	Deed
UTAH					
Carbon	10-27-71	#122788	127	385	
Grand	10-27-71	#338490	192	516	
San Juan	10-27-71	#Z-1922	498	168	
Sevier	10-27-71	#170295	78	156	
WEST VIRGINIA					
Upshur	10-26-71	#25-80-5	221	228	Deed
WYOMING					
Carbon	10-26-71	#506250	566	1	
Fremont	10-26-71	#811301	107	41	Oil & Gas
Park	10-26-71	#138854	358	564	
Sheridan	10-26-71	#597256	184	138	Deed
Sublette	10-26-71	#128233	47	329	Oil & Gas
Sweetwater	10-26-71	#403089	501	145	

*If no record is named, instrument is recorded in General County Records

THE STATE OF ILLINOIS

COUNTY OF COOK

I, C. F. OKARMA, the undersigned Notary Public, duly qualified, commissioned, sworn, and acting in and for the County and State aforesaid, hereby certify that on ~~the~~ OCT 20 ~~day of August~~, 1975:

GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, whose name is signed to the foregoing release, and who is known to me, acknowledged before me on this day that, being informed of the contents of the release, he executed the same voluntarily, in the capacity therein stated, on the day the same bears date. (Alabama)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated. (Arkansas)

Before me personally appeared GERALD MARTH, known to me to be the General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, that executed the within instrument, and acknowledged to me that such limited partnership executed the same. (California)

The foregoing instrument was acknowledged before me as of this date by GERALD MARTH, General Partner, on behalf of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois. (Colorado)

The foregoing instrument was acknowledged before me as of this date by GERALD MARTH, General Partner, on behalf of MARTH OIL CO., a partnership. (Kentucky)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as the free act and deed of said limited partnership. (Louisiana)

Personally appeared before me the within named GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and in the capacity therein stated. (Mississippi)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in the capacity therein stated. (Montana)

The foregoing instrument was acknowledged before me as of this date by GERALD MARTH, General Partner, on behalf of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois. (New Mexico)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same in the capacity therein stated. (North Dakota)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and in the capacity therein stated. (Oklahoma)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated. (Pennsylvania)

Before me personally appeared GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said limited partnership. (Texas)

Personally appeared before me GERALD MARTH, General Partner of MARTH OIL CO., a limited partnership, organized under the laws of the State of Illinois, the signer of the above instrument, who duly acknowledged to me that he executed the same in the capacity therein stated. (Utah)

The foregoing instrument was acknowledged before me as of this date by GERALD MARTH, a General Partner on behalf of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois. (West Virginia)

The foregoing instrument was acknowledged before me as of this date by GERALD MARTH, General Partner, on behalf of MARTH OIL CO., a limited partnership organized under the laws of the State of Illinois. (Wyoming)

IN WITNESS WHEREOF, i have hereunto set my hand and official notarial seal in the City of Chicago, County of Cook, State of Illinois, on ~~this~~ OCT 20 ~~day of August~~, 1975.

Notary Public in and for Cook County,
Illinois and residing in the City of
Chicago, Illinois

My Commission expires February 14, 1976

CONVEYANCE

THIS CONVEYANCE, made and entered into this 27th day of August, 1975, by and between FRANKLIN, ASTON & FAIR, INC., a New Mexico corporation (hereinafter called the "Corporation"), and FRANKLIN, ASTON & FAIR, LTD., a Limited Partnership (hereinafter called the "Partnership"),

W I T N E S S E T H :

Pursuant to a plan of corporate liquidation adopted by its Board of Directors and approved by its Shareholders on December 9, 1974, the Corporation, subject to all of the provisions hereof, does hereby grant, bargain, sell, transfer, set over and convey unto the Partnership the following:

(a) The oil, gas and mineral leases, the oil and gas leases, and the leasehold, fee or other mineral interests which are specifically described or referred to in Exhibit "A" attached hereto and made a part hereof, insofar as said leases cover the lands specifically described in Exhibit "A", and where specific reference is made thereto, the substances and depths specified in Exhibit "A"; subject, however, to presently existing overriding royalties, production payments and other burdens on production, gas sales and gas purchase contracts and agreements, and all other contracts, agreements and other instruments and matters affecting said leases as reflected of record or in the files of the Corporation.

(b) All of the Corporation's right, title and interest in and under or derived from all of the presently existing unitization, communitization and pooling agreements, if any, and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any federal or state governmental agency having jurisdiction), which relate to any of the properties and interests specifically described in Exhibit "A" or to production from or attributable to said interests and properties.

(c) All of the Corporation's right, title and interest in, to and under, or derived from, all of the presently existing operating agreements, gas sales and purchase agreements, and all other contracts, agreements and instruments which relate to any of the properties and interests specifically described in Exhibit "A", or to production from or attributable to said interests and properties.

(d) Without limiting the foregoing, all of the Corporation'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 or other interests therein covering the lands specifically described in Exhibit "A", even though the Corporation's interest in said lands be incorrectly described, or referred to in, or a description of such interest be omitted from, Exhibit "A", together with any other oil and gas lease, oil, gas and mineral lease, and leasehold, fee, mineral or other interest owned by the Corporation in the county in which the Exhibit "A" properties are situate, whether or not specifically described in Exhibit "A".

(All of the properties, interests and rights described in Paragraphs (a), (b), (c) and (d) will hereinafter collectively be called the "Subject Interests".)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

(e) All of the Corporation's right, title and interest in and to all personal property, easements, permits, licenses, releases, 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 Subject Interests for the production, treating, storing or transportation of oil, gas and other hydrocarbons, including but not by way of limitation all wells, derricks, casing, tubing, tanks, pumps, separators, flow lines, water lines, boilers, buildings, machinery and other equipment, pipelines, power lines, roads and other appurtenances (all such personal property, easements, permits, licenses, releases, servitudes and rights-of-way being hereinafter called the "Assigned Appurtenances").

TO HAVE AND TO HOLD the aforesaid Subject Interests and Assigned Appurtenances hereby conveyed and assigned unto the Partnership, its successors and assigns forever. The Corporation and the Partnership agree:

1. The Corporation represents that it has good and sufficient right and full authority to convey and assign to the Partnership the Subject Interests and Assigned Appurtenances. This conveyance is made without warranty, either express or implied. The Corporation covenants and agrees that in the event any interest of whatsoever kind or character shall hereafter be acquired by it by operation of law into or under any of the Subject Interests and Assigned Appurtenances, the same shall inure to the benefit of the Partnership and that the Corporation shall execute and deliver such further instruments as may be necessary to evidence the same.

2. By the acceptance hereof the Partnership hereby assumes the duties of the respective lessees attributable to the Subject Interests as to the depths and substances assigned herein and, without limiting the foregoing, the Partnership agrees to pay all royalty, shut-in gas well royalty, overriding royalty and production payments which may become due to lessor on any of the Subject Interests; the Partnership further assumes the duties and obligations attributable to the Subject Interests by virtue of any presently existing operating agreements, gas sales and purchase agreements, and instruments affecting the Subject Interests and the Assigned Appurtenances.

3. Ad valorem taxes assessed against the Subject Interests and Assigned Appurtenances for the year 1975 shall be prorated 1/3 to the Corporation and 2/3 to the Partnership; said taxes for 1976 and thereafter shall be assessed and paid by the Partnership.

4. The Corporation will execute and deliver to the Partnership all such other and additional instruments, notices, releases and acquittances and other documents, and will do all such other acts and things as may be necessary more fully to assure to the Partnership all of the rights and interests herein granted. It is understood and agreed that, with respect to oil and gas leases from the United States of America as lessor, or from the State of New Mexico as lessor, which, or interests in which, are included in the Subject Interests and in which the Corporation owns title of record in either of the respective offices of the lessor in said leases, separate assignments on approved forms will be executed by the Corporation to the Partnership in sufficient counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although unqualified in form or not specifically containing all of the terms and provisions hereof, shall be deemed to contain all of

the terms, conditions and provisions set forth herein as fully to all intents and purposes as though the same were set forth at length in each separate assignment.

5. This Conveyance shall be effective as of May 1, 1975 at 7:00 A.M. Mountain Daylight Time. All production subsequent to said effective date and time attributable to the Subject Interests shall be the property of the Partnership.

6. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Corporation and the Partnership and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the title to the lease-hold estate described in the Subject Interests.

EXECUTED the day and year first above written.

FRANKLIN, ASTON & FAIR, INC.

By Tom P Stephens
Vice President

ATTEST:

Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 4th day of November, 1975, by Tom P. Stephens, Vice President of Franklin, Aston & Fair, Inc., a New Mexico corporation, on behalf of said corporation.

Elizabeth L. Lott
Notary Public

My Commission Expires:

April 21, 1978

EXHIBIT "A"

This Exhibit "A" contains the specific descriptions of the Subject Interests which are referred to in the Conveyance to which this Exhibit "A" is annexed.

Except as otherwise specified, each oil and gas lease described in this Exhibit "A" is the entire working interest in and under such lease. Each such oil and gas lease is described in this Exhibit "A" by reference to (i) the serial or lease number of the federal or state lease, (ii) the name of the original lessor, (iii) the name of the original lessee and the date of such lease, and (iv) a description of the lands and formations covered thereby to the extent included herein; provided, however, absence of a depth limitation indicates inclusion of all formations underlying said land.

The Subject Interests are conveyed subject to valid and presently subsisting easements and rights-of-way, either of record or on the ground.

All recording references in this Exhibit "A" are to the official records in the Office of the County Clerk of the county in which the Subject Interests are situated.

EXHIBIT A

STATE OF WYOMING

SUBLETTE COUNTY

1. All interest in Oil and Gas Lease dated November 1, 1974, W-47817, from United States of America, as lessor, to Robert S. Gates, as lessee, covering the following described land:

Township 27 North, Range 111 West, 6th P. M.

Section 24: SW¼

containing 160.00 acres, more or less

150750

RECORDED Nov 12 19 77 1:15 P.M.
IN BOOK 51 of Oil & Gas Leases PAGE 490
FEES $ 3.00 Doris J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Linton

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-03519 (W-43910)

ASSIGNMENT OF
OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Max L. Krueger is now the record owner of an overriding royalty of two and one-half per cent (2½%) of all oil, gas, and other hydrocarbon substances which may be produced and saved from the following described land situated in the County of Sublette, State of Wyoming, to-wit:

(as conformed to approved resurvey)

Township 29 North, Range 111 West, 6th P.M.
Section 16: Lots 3, 4, E½SW¼, SW¼SE¼
Section 19: Lots 1, 2, 3, 4, E½W½, E½
Section 31: Lots 1, 2, 3, 4, E½W½, E½
Section 32: SE¼NE¼, NW¼
Tracts 41, 42, 43, 53, 54, 59 in Sec 18

1718.27 acres

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00) Dollars, and other good and valuable consideration in hand paid by Max L. Campbell and Leona J. Campbell, the receipt and sufficiency of which is hereby acknowledged by assignor, assignor has sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Max L. Campbell and Leona J. Campbell, as tenants in common, an overriding royalty of one and one-fourth percent (1¼%) 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.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignor has hereunto set his hand this 24th day of October, 1975.

Max L. Krueger

STATE OF WYOMING)
(ss
COUNTY OF ALBANY

On this 24th day of October, 1975, before me personally appeared Max L. Krueger, 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.

Notary Public

My commission expires:
June 1, 1979

DONALD P. REGISTER
NOTARY PUBLIC
ALBANY COUNTY, WYOMING

150794

RECORDED ... IN BOOK 51 ... PAGE 695
FEES $ ... SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, WYOMING

695

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.:

ASSIGNMENT OF OVERRIDING ROYALTY

W-05298

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Erik A. Johnson is now the record owner of an overriding royalty of one per cent (1%) of all oil, gas and other hydrocarbon substances which may be produced and saved from the following described land situated in the County of Sublette, State of Wyoming, to-wit:

Township 28 North, Range 112 West, 6th P.M.
Section 26: Lots 5, 6, 8

74.52 acres

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00), Dollars, and other good and valuable considerations in hand paid by Max L. Campbell, Leona J. Campbell, Max L. Krueger and Aliene W. Krueger, the receipt and sufficiency of which is hereby acknowledged by assignor, assignor has sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Max L. Campbell, Leona J. Campbell, Max L. Krueger and Aliene W. Krueger, as tenants in common, an overriding royalty of one per cent (1%)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.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignor has hereunto set his hand this 24th day of October, 1975.

Erik A. Johnson

STATE OF WYOMING)
(ss
COUNTY OF ALBANY)

On this 24th day of October 1975, before me personally appeared Erik A. Johnson, 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.

Notary Public

My commission expires:

NOTARY PUBLIC

150793

RECORDED [illegible] 1975 [illegible]
IN BOOK 77 OF Misc. PAGE 292
FEES $2.25 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

[redacted] OIL & GAS LEASE [redacted] BLUE PRINT CO. CASPER, WYOMING

3rd November 75

C. R. O'Neil (also known as Charles Robert O'Neil, Robert O'Neil, and C. Robert O'Neil) and Helen O'Neil, husband and wife,

Big Piney, Wyoming 83113

Thomas F. Stroock

P. O. Box 2875, Casper, Wyoming 82601

Ten and No/100 -

10.00----

Sublette Wyoming

Township 29 North, Range 112 West, 6th P.M.

Section 10: S½NE¼, N½SE¼
Section 11: SW¼NW¼, NW¼SW¼, SE¼SW¼, S½SE¼
Section 12: S½SW¼, SW¼SE¼
Section 13: W½NE¼, NW¼, N½SW¼
Section 14: N½NE¼

xxxxxx xxxxx xxxx five (5) xx 880.00

xxxxxxxxxxx ($880.00)

State Bank of Big Piney Bank at Big Piney,

Wyoming 83113

Eight Hundred Eighty and 00/100 ($880.00) - - - - -

xxxxxxxxx

six xxx

C. R. O'Neil (SEAL)

(SEAL)

(SEAL)

(SEAL)

Helen O'Neil (SEAL)

(SEAL)

STATE OF WYOMING } ss.
COUNTY OF SUBLETTE }

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

BE IT REMEMBERED, that on this 2nd day of November, A.D. 75 personally appeared C. R. O'Neil (also known as Charles Robert O'Neil, Robert O'Neil, and C. Robert O'Neil) and Helen O'Neil, husband and wife,

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 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 ..... } ss.
County of ..... }

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

Witness my hand and official seal.
My Commission Expires: Notary Public

State of ..... } ss.
County of ..... }

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL) Notary Public

My Commission expires .....

No. 15978

FROM

TO

697-A

Dated ..... 19...

No. Acres .....

..... County.

Term .....

This instrument was filed for record on the 12th day of November, 19 75, at 9:20 o'clock A. M., and duly recorded in Volume 51 of Misc. Page 697

..... of the records of this office.

Mavis D. Wade
..... County Clerk.

By Marilynn Burton
Fee $4.50 Deputy.

When recorded return to

.....

.....

.....

KINTZEL BLUE PRINTING & LITHO, WICHITA, KS.

[redacted]

Mid-Continent Association Form

[redacted]

CASPER, WYOMA

ASSIGNMENT
OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyo 82601 (hereinafter called 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 CLIFF DEVELOPMENT LIMITED, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated August 22, 1975, from Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Big Piney, Wyoming 83113, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 593, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 113 West, 6th P.M.
Section 5: SW¼, W½SE¼
Section 6: Lots 6, 7, E½SW¼, SE¼
Section 7: Lot 1, E½NW¼, NE¼, NE¼SW¼, N½SE¼
Section 8: NW¼, W½NE¼, SE¼NE¼, N½SW¼, NW¼SE¼, NE¼SE¼, SE¼SE¼
Section 9: SW¼NW¼, N½SW¼
Section 15: W½W½
Section 17: E½NE¼
Township 33 North, Range 114 West, 6th P.M.
Section 1: NE¼SE¼, S½SE¼, SE¼SW¼
Section 12: N½NW¼, SW¼NW¼, NE¼NE¼, S½NE¼

Subject to an overriding royalty previously conveyed to F. H. Merback of one-half of one percent (1/2 of 1%). Said overriding royalty conveyance provides for proportional reduction in the event the leasehold interest affected covers less than the full and undivided mineral interest.

of Section ..., Township ..., Range ..., and containing 2,193.87 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used 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; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED. This 10th day of November, 1975.

(Seal)

(Seal)

(Seal)

STATE OF WYOMING)
COUNTY OF NATRONA) ss

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

10th

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ... day of November, 1975, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

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 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.

Notary Public.

My Commission Expires

Aura B. Kunkel
County of Natrona
My Commission Expires Nov. 18, 1977

698

0542

STATE OF Wyoming)
COUNTY OF Sublette) ss.

This instrument was filed for record on the 18th day of November, 19 75, at 9:00 o'clock A. M., and duly recorded in book 51 Lease on page 698 of the records of this office.
Fee $ 4.00

Lois G. Yoke
by Marilyn Linton Register of Deeds.

When recorded
Return to

699

150822

SC-W-[illegible]-3

Mid-Continent Association Form

[illegible]
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 18th day of Nov., 19 75, at 9:00 o'clock A M., and duly recorded in book 51 Leases Page 699 of the records of this office.
Fee $3.25
Lois G. York
by Marilynn Barton
Register of Deeds.

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyo 82601 (hereinafter called 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 CLIFF DEVELOPMENT LIMITED, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2H4 (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated September 9, 1975, from Gordon M. Mickelson, also known as Gordon Mickelson, and Margaret G. Mickelson, also known as Margaret Mickelson, husband and wife, Big Piney, Wyoming, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in Book 51, Page 591 insofar as said lease covers the following described lands in Sublette County, State of Wyoming

Township 31 North, Range 113 West, 6th P.M.
Section 19: S½NE¼
Section 21: E½SE¼
Section 22: S½
Section 23: N½SW¼
Section 27: W½NE¼, E½NW¼, NW¼NW¼, NW¼SE¼
Section 28: N½NE¼

Subject to an overriding royalty previously conveyed to F. H. Morback of one-half of one percent (1/2 of 1%). Said overriding royalty conveyance provides for proportional reduction in the event the leasehold interest affected covers less than the full and undivided mineral interest.

of Section ------, Township ------, Range ------ and containing 880.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, his 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 lands above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the lease in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 10th day of November, 1975.

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 1975, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ------, to me known to be the identical person s described in and who exe[illegible] 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.

Anna B. Kerekes Notary Public
State of Wyoming
My Commission Expires Nov. 15, 1977

[redacted] Notary Public.

My Commission Expires [redacted]

Mid-Continent [redacted]lation Form

KINTZEL BLDG. [redacted]
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 18th day of Nov., 1975, at 9:20 o'clock A. M., and duly recorded in book 51 O&G Lease Page 700 of the records of this office.

Lois J. Yake Fee $5.25
by Marilyn Renton
Register of Deeds.

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyo. 82601 (hereinafter called 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 CLIFF DEVELOPMENT LIMITED, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated August 26, 1975, from James F. Mickelson, also known as J. F. Mickelson, aka Jas F. Mickelson, and Mae E. Mickelson, husband and wife, Big Piney, Wyoming 83113, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 587, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 113 West, 6th P.M.
Section 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼
Section 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼
Section 17: NW¼
Section 18: Lots 1,2 (W½NW¼)

Township 33 North, Range 113 West, 6th P.M.
Section 31: S½NE¼, SE¼
Section 32: S½N½, S½
Section 33: S½N½, S½
Section 34: W½

Township 32 North, Range 114 West, 6th P.M.
Section 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼
Section 12: Lot 4, S½SW¼, SW¼SE¼
Section 13: N½N½, SE¼NE¼, SW¼NW¼
Section 14: NE¼NE¼

Township 33 North, Range 114 West, 6th P.M.
Section 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼
Section 35: SW¼, W½SE¼, SE¼SE¼

Subject to an overriding royalty previously conveyed to F. H. Merback of one-half of one percent (1/2 of 1%). Said overriding royalty conveyance provides for proportional reduction in the event the leasehold interest affected covers less than the full and undivided mineral interest.

of Section ----------, Township ----------, Range ----------, and containing 3,710.68 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used 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; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 10th day of November, 1975.

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 1975, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

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 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.

Aura B. Kamtzen — Notary Public
State of Wyoming
My Commission Expires January 31, [illegible]

My Commission Expires Nov. 15, 1977

Aura B. Kamtzen
Notary Public.