Mid-Continent Association Form

KINTZEL BLUE PRINT CO.
CASPER, WYO. 4 No.

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 September 10, 1975, from Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit and Ilene Profit (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 585, 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 34: NE¼NE¼
Section 35: N½

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 360.00 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, 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 Assignee 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

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 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.

Rose B. Kamerer - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission Expires

Notary Public.

1

L30824

STATE OF Wyoming
COUNTY OF Sublette
ss.

This instrument was filed for record on the 18th day of Nov., 1975, at 9:00 o'clock A M., and duly recorded in book 52 Lease Page 1 of the records of this office.

Lois J Hake Fee $3.00
by Marilyn Benton
Register of Deeds.

When recorded
Return to

2

150825

SC-W-0546

Mid-Continent Association Form

RETURN TO
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 18th day of Nov., 19 75, at 2:07 o'clock P M., and duly recorded in book Deed Page 2 of the records of this office.
Leo C. Yoke Fee $3.00
By Marilyn Clinton
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 September 11, 19 75, from Ronald W. Ball and Delores Joan Ball, 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 599, 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 25: S½NE¼, SE¼, E½SW¼

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 320.00 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, 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, 19 75.

(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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 75, 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.

Rose B. Lowdermilk — Notary Public

My Commission Expires [redacted] County of Natrona State of Wyoming [redacted] My Commission Expires Nov. 15, 1977

[redacted] Public.

Mid-Continent Association Form

KINTZEL BLDG.
CASPER WYOMING

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 September 11, 1975, from Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband, 805 South Western Avenue, Sioux Falls, S.D., Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 578, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 18th day of Nov., 1975, at 9:00 o'clock A M., and duly recorded in book 52 Trace 3 of 4 Page 3 of the records of this office.

Fee $3.00

Lois J Yake
by Marilyn Benton
Register of Deeds.

When recorded
Return to

Township 33 North, Range 113 West, 6th P.M.
Section 25: S½NE¼, SE¼, E½SW¼

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 320.00 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, 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, 19 75.

(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

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.

Anna B. Komkven — Notary Public
County of Natrona State of Wyoming
My Commission expires Nov. 19, 1977

My Commission Expires

Notary Public.

150827 SC-W-0547

Mid-Continent Association Form — KINZEE BUSINESS FORMS CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

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 52 Misc. Page 4 of the records of this office.
Fee $3.00
by Marilyn Benton
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 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 595, 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 11: N½S½
Section 12: Lots 1, 2, N½S½

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼
Section 8: SW¼SW¼

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 652.93 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 lands 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)

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

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

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.

Anna B. Kemkron — County of [redacted] State of [redacted]
My Commission Expires [redacted] Commission Expires Nov. 15, 1977

[redacted] Public.

[redacted]

Mid-Continent Association Form

[redacted]

KINTZEL BLDG. PRINT
CASPER WYOMING

150823

[redacted]

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 2:00 o'clock P M., and duly recorded in book 52 O & G Lease Page 5 of the records of this office.

Lois J Yahn
by Marilyn Benton
Register of Deeds.

Fee $3.00

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 September 11, 1975, 19___, from Ronald W. Ball and Delores Joan Ball (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 597 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 11: N½S½
Section 12: Lots 1, 2, N½S½

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼
Section 8: SW¼SW¼

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 652.93 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, 19 75

[signature] (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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 75, 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.

Anna B. Konakvon — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Nov. 18, 1977

My Commission Expires

5

Notary Public.

SC-W-0547

6

150829

Mid-Continent Association Form — STEEL BLUE PRINTS CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 18th day of Nov., 1975, at 9:00 o'clock A M., and duly recorded in book 52 Misc. Page 65 of the records of this office.
Fee $3.00
Lois G. Yake
by Marilyn Canton
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 September 11, 1975, from Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband, 805 South Western Avenue, Sioux Falls, S.D., Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in Book 51, page 580, insofar as said lease covers the following described lands in Sublette County, State of Wyoming

Township 32 North, Range 113 West, 6th P.M.
Section 11: N½S½
Section 12: Lots 1, 2, N½S½

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼
Section 8: SW¼SW¼

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 652.93 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)

(Seal)

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

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

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.

Anna B. Kornkven — Notary Public
[redacted] County of [redacted] State of [redacted]
My Commission Expires Nov. 21, 1977

[redacted] Notary Public.

Mid-Continent [redacted] iation Form KINTZEL BLD. [redacted] CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 18th day of Nov., 1975, at 9:00 o'clock A M., and duly recorded in book 52 of Lease Page 7 of the records of this office.
Fee $3.00
Lois J. Yake
by Marilyn Denton
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 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 607, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

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 560.00 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, 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 } ss.
COUNTY OF NATRONA }

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

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

Anna B. Kamstra Notary Public
Natrona County Wyoming
My Commission Expires Nov. 15, 1977

My Commission Expires ---

Anna B. Kamstra
Notary Public.

8

150831

SC-W-0548

Mid-Continent Association Form

KINTZEL BILL PRINTING
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 9:00 o'clock A M., and duly recorded in book 52 of Misc. Page 8 of the records of this office.
Fee $3.00
Louis G. Jake
by Marilyn Clinton
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 September 10, 1975, from 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, 821 East 8th Street, Tucson, Arizona 85719, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 631, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

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 560.00 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, 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)

(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.

Anne B Lambren - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov 15, 1977

Anne B Lambren
Notary Public.

My Commission Expires:

Mid-Continent Association Form

KINTZEL BL... PR...
CASPER, WYOMING

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 28, 75, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101 Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in book 51, page 605, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Section 13: SW¼SE¼, SE¼SW¼
Section 23: SE¼NE¼, NE¼SE¼
Section 24: NW¼

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 320.00 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, 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, 19 75.

_____(Seal)

_____(Seal)

_____(Seal)

STATE OF Wyoming } ss.
COUNTY OF Sublette }

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 52 Lease & D of Page 9 of the records of this office.
Fee $3.00
Lois J Yake
by: Marilyn Denton
Register of Deeds.

When recorded
Return to

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 75, 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.

Anna B. Kornkven — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission Expires:

Notary Public.

29 150833 SC-W-0550

Mid-Continent Association Form

KINZELL PLUS PRINTING 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 9:00 o'clock A M., and duly recorded in book 52 O&G Rec page 10 of the records of this office.
Fee $3.00
Lois G Yake
by Marilyn Burton
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 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in book 51, page 603, 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 10: S½SE¼
Section 11: SW¼SW¼
Section 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼
Section 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼
Section 21: NW¼NE¼, NW¼, NW¼SW¼

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 800.00 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, 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)

(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.

Ann B. Kamerer — Notary Public
My Commission Expires [redacted] Wyoming

Ann B. Kamerer Notary Public.
[redacted]

Mid-Continent Association Form

KINTZEL BLOCK PRINTING
CASPER WYOMING

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 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper Wyoming 82601, Lessee, recorded in book 51, page 601, 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 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼
Section 9: Lots 3, 4, S½NW¼, NW¼SW¼

Township 33 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, SE¼
Section 35: SW¼

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 811.60 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 Sublette } ss.

This instrument was filed for record on the 18th day of Nov., 1975, at 9:00 o'clock A M., and duly recorded in book 52 O&G Leases Page 11 of the records of this office.

Lois J. Yade Fee $3.00
by Marilyn Denton
Register of Deeds.

When recorded
Return to

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 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.

Ann B. Knudson Notary Public
My Commission Expires
Sublette Wyoming
My Commission Expires Nov. 18, 1977

Ann B. Knudson
Notary Public.

12 159835 SC-W-0552

Mid-Continent Association Form

KINTZEL PRINTING CO.
CASPER WYOMING

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 September 9, 1975, from James A. Greenwood and Tharon M. Greenwood, 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 589 insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 18th day of Nov., 1975, at 2:00 o'clock P M., and duly recorded in book 54 of Misc. Page 12 of the records of this office.
Fee $5.25
Lois J Yake
by: Marilyn Renton
Register of Deeds.

When recorded
Return to

Township 33 North, Range 113 West, 6th P.M.
Section 20: S½SE¼
Section 21: SW¼SW¼, E½SW¼, SE¼
Section 22: W½SW¼
Section 27: W½NW¼, SW¼, W½SE¼, SE¼SE¼
Section 28: All
Section 29: E½, SW¼
Section 30: Lots 3, 4, E½SW¼, N½SE¼
Section 32: N½N½
Section 33: N½N½
Section 34: NW¼NE¼

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 2,519.08 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)
(Seal)

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

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

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 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.

Anne B. Kombrea — Notary Public
County of [redacted]
My Commission Expires [redacted]

Anne B. Kombrea
[redacted] Public.

Mid-Continent Association Form

KINTZEL BLANK PRINTING CO.
CASPER, WYOMING

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 September 23, 1975, from Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, 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 635, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼

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 759.80 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 19 75

Thomas F. Stroock (Seal)

(Seal)

(Seal)

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 18th day of Nov., 1975, at 9:00 o'clock A M., and duly recorded in book 52 Oil & Gas Lease Page 13 of the records of this office.

Fee $3.00

Lois G Yoder
by Marilyn Benton
Register of Deeds.

When recorded
Return to

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

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 75, 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.

Ann S. Kordova — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 18, 1977

My Commission Expires:

Notary Public.

SC-W-0553

150837

Mid-Continent Association Form

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 2H4 (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated September 25, 1975, from Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband, 805 South Western Avenue, Sioux Falls, South Dakota 57100 Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in book 51, page 637, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼

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 759.80 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)

(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 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.

Rena B. Lonskran — Notary Public

My Commission Expires [redacted]

Notary Public.

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

This instrument was filed for record on the 18th day of Nov. 1975, at 9:00 o'clock A.M. and duly recorded in book 52 Misc. Page 14 of the records of this office.

Fee $3.00

Lois J. Yoder
By Marilyn Denton
Register of Deeds

When recorded
Return to

Mid-Continent Association Form

KINTZEL BLDG
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 9:00 o'clock A M., and duly recorded in book 52 Oil & Gas Lease Page 15 of the records of this office.

Fee $3.00

Lois J. Yake
by Marilyn Winton
Register of Deeds.

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta E. 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 September 23, 1975, from Ronald W. Ball and Delores J. Ball, 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 633, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 30: NE¼

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 160.00 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, 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 19 75

Thomas F. Stroock (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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November 19 75, 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.

Anna B. Kornbrun — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission Expires

Anna B. Kornbrun
Notary Public.

Form 88-(Producers)
Kan., Okla. & Colo. 1957

C OIL AND GAS LEASE

assigned to Book 575, page 642

THIS AGREEMENT, Entered into this the 22nd day of September is by and between John B. Erramouspe and Wilma R. Erramouspe, his wife; Catherine Canestrini and Richard Canestrini, her husband; Joseph J. Erramouspe and Barbara Erramouspe his wife; Bernadette Gosar and Anton Gosar, her husband; Marguerite Louise Sellyei and Joseph Sellyei, her husband; hereinafter called lessor, and C. A. Underwood hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of $10.00 & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be paid and by the lessee, has this day granted, leased, and let and by these presents does 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 and/or 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 the drilling for and the producing, 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 said 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 106 West of the 6th P. M.
Section 4: Lots 2, 3 & 4; Section 5: Lot 1, SE/4 SE/4; Section 8: E/2 NE/4, SW/4 NE/4, N/2 SW/4, NW/4 SE/4, SW/4 SW/4; Section 17: N/2 NW/4; Section 18: SE/4 NE/4, W/2 SE/4, SE/4 SW/4; Section 19: NE/4 NW/4; Section 25: S/2; Section 26: NW/4 NW/4;

and containing 977.9 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 (1/8) 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 (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor as royalty one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) 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 or for any purpose 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 22nd day of September 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 Rock Springs National 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 Nine hundred seventy-seven & 90/100 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 assignee 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 the 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, if lessee exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such 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:

John B. Erramouspe SS#
Wilma R. Erramouspe
Catherine Canestrini SS#
Richard Canestrini
Joseph J. Erramouspe SS#
Barbara Erramouspe
Bernadette Gosar SS#
Anton Gosar
[redacted] [redacted] SS# [redacted]
Joseph Sellyei

In addition to the royalty set forth in Paragraph #4 of this lease, the Lessors hereby reserve as an overriding royalty 2.5% of 8/8ths of all the oil and gas produced under the terms of this lease.

The following shall take precedent over anything of a like nature as mentioned in Paragraph #8 of this lease:
1. No well shall be drilled nearer than 1000 feet to any house or barn on the said premises without written permission of the lessors;
2. Lessee or assigns shall obtain prior permission before using any water found on said lands and shall pay for any water used.

The lessee or assigns agrees to use its best efforts to notify lessors, if possible, 30 days in advance of any operations on the said lands and shall install such gates or cattle guards as necessary to protect the live stock from its operations.

STATE OF Wyoming }
COUNTY OF Sheridan } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana.

On September, 1975, before me personally appeared John B. Erramouspe and Wilma R. Erramouspe, his wife

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 October 24, 1976

Notary Public
Residing at:

STATE OF Wyoming }
COUNTY OF [illegible] } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana.

On September, 1975, before me personally appeared Catherine Canestrini and Richard Canestrini, her husband; Joseph J. Erramouspe and Barbara Erramouspe, his wife;

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 October 24, 1976

Notary Public
Residing at:

STATE OF Wyoming }
COUNTY OF [illegible] } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana.

On September, 1975, before me personally appeared Bernadette Gosar, Anton Gosar, her husband; Marguerite Louise Sellyei and Joseph Sellyei, her husband;

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 October 24, 1976

Notary Public
Residing at:

150843

No.

OIL AND GAS LEASE

FROM

TO

Date, 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF [illegible] }
County of [illegible] } ss:

This instrument was filed for record on the [illegible] day of [illegible] 19 75

at [illegible] o'clock P M., and duly recorded in Book [illegible] Page [illegible] of the records of this office.

Register of Deeds.

By

When recorded, return to

#754

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]

Form 88—(Pro[redacted])
Kan., Okla. & Colo. 1957

C OIL AND [redacted]S LEASE

THIS AGREEMENT, Entered into this the 22nd day of September, 19 75

between Ann Marie Case and R. R. Case, her husband; Paul S. Erramouspe and Susan Erramouspe, his wife; Grace V. Mossman and John Mossman, her husband; Sister Miriam Grace, 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 106 West of the 6th P. M.
Section 4: Lots 2, 3 & 4; Section 5: Lot 1, SE/4 SE/4; Section 8: E/2 NE/4, S[illegible] NE/4, N/2 SW/4, NW/4 SE/4, SW/4 SW/4; Section 17: W/2 NW/4; Section 18: S/2 NE/4, W/2 SE/4, SE/4 SW/4; Section 19: NE/4 NW/4; Section 23: SW/4; Section 26: NW/4 NW/4;

assigned 255 pg 442

and containing 977.9 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 (1/8) 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 (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) 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 22nd day of September, 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 Rock Springs National 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 Nine hundred seventy-seven & 90/100 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 established 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:

R. R. Case

Susan Erramouspe

John Mossman

Ann Marie Case 525-[illegible]632

Paul S. Erramouspe 524-[illegible]418

Grace V. Mossman [illegible]

Sister Miriam Grace [illegible]

In addition to the royalty set forth in Paragraph #4 of this lease, the lessors hereby reserve as an overriding royalty 2.5% of 8/8ths of all the oil and gas produced under the terms of this lease.

The following shall take precedent over anything of a like nature as mentioned in Paragraph #8 of this lease:
1. No well shall be drilled nearer than 1000 feet to any house or barn on the said premises without written permission of the lessors;
2. Lessee or assigns shall obtain prior permission before using any water found on said lands and shall pay for any water used.

The lessee or assigns agrees to use its best efforts to notify lessors, if possible, 30 days in advance of any operations on the said lands and shall install such gates or cattle guards as necessary to protect the live stock from its operations.

STATE OF [redacted]orado }
COUNTY OF Boise } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT ([redacted] Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 1975, before me personally appeared Ann-Marie Case and R. R. Case, her husband;

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: Sept 5, 1976

Notary Public
Residing at:

STATE OF Colorado }
COUNTY OF } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 1975, before me personally appeared Paul S. Annamouspe and Suzan Annamouspe, his wife; Grace V. Mossman and John Mossman, [illegible] husband;

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 January 18, 1977

Notary Public
Residing at:

STATE OF Idaho }
COUNTY OF Bonneville } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 1975, before me personally appeared Sister Miriam Grace, a single woman

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. 20, 1978

Notary Public
Residing at: Idaho Falls, Idaho

15084

No.

OIL AND GAS LEASE

FROM

TO

Date , 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF }
County of } ss:

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

Register of Deeds.

By

When recorded, return to

STATE OF }
COUNTY OF } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On , 19 , before me personally came the above named (who being by me duly sworn, did say that he is the President of a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires:

Notary Public
Residing at:

Form 88—(Producers)
Wyo., Okla. & Colo. 1957

C OIL AND GAS LEASE

assigned Book 253 page 442

THIS AGREEMENT, Entered into this the 22nd day of September 19 75
John B. Erramouspe and Wilma R. Erramouspe, his wife; Catherine Canestrini
a/k/a Richard Canestrini, her husband; Joseph J. Erramouspe and Barbara Erramouspe,
his wife; Bernadette Gosar and Anton Gosar, her husband; Marguerite Louise
Sellyei and Joseph Sellyei, her husband;
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 hereby 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 106 West - Section 26: SE/4 SE/4; Section 34: NE/4 SE/4; Section 35: N/2 NE/4, SW/4 SW/4, SW/4 NE/4, E/2 SW/4, SE/4 NW/4;

Township 28 North - Range 107 West - Section 6: NW/4 SE/4;

Township 28 North - Range 108 West - Section 14: SW/4 SW/4;

and containing 440 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 (1/8) 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 (1/8) of the proceeds if sold at the well, or if not sold by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor, (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) 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 therefor.

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 22nd day of September 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 Rock Springs National 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 Four hundred forty & 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 seperate 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:

John B. Erramouspe SS#

Wilma R. Erramouspe

Catherine Canestrini SS#

Richard Canestrini

Joseph J. Erramouspe SS#

Barbara Erramouspe

Bernadette Gosar SS#

Anton Gosar

[redacted]

[redacted]

In addition to the royalty set forth in Paragraph #4 of this lease, the Lessors hereby reserve as an overriding royalty 2.5% of 8/8ths of all the oil and gas produced under the terms of this lease.

The following shall take precedent over anything of a like nature as mentioned in Paragraph #8 of this lease:

1. No well shall be drilled nearer than 1000 feet to any house or barn on the said premises without written permission of the lessors;

2. Lessee or assigns shall obtain prior permission before using any water found on said lands and shall pay for any water used.

The lessee or assigns agrees to use its best efforts to notify lessors, if possible, 30 days in advance of any operations on the said lands and shall install such gates or cattle guards as necessary to protect the live stock from its operations.

STATE OF Wyoming }
COUNTY OF [illegible] } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 1975, before me personally appeared John B. Erramouspe and Wilma R. Erramouspe, his wife;

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 October 24, 1976

Notary Public
Residing at: [illegible]

STATE OF Wyoming }
COUNTY OF [illegible] } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 1975, before me personally appeared Catherine Canesirini and Richard Canesirini, her husband; Joseph J. Erramouspe and Barbara Erramouspe, his wife;

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 October 24, 1976

Notary Public
Residing at:

STATE OF Wyoming }
COUNTY OF [illegible] } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 1975, before me personally appeared Bernadette Gosar Anton Gosar, her husband; Marguerite Louise Sellyei and Joseph Sellyei, her husband;

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 October 24, 1976

Notary Public
Residing at:

153845

No.

OIL AND GAS LEASE

FROM

TO

Date, 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF [illegible] }
County of [illegible] } ss:

This instrument was filed for record on the 15th day of December 19 75

at 1:20 o'clock P M., and duly recorded in Book 53 G&G Page 332 of the records of this office.

[illegible]
Register of Deeds.

By

When recorded, return to

6475

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:

Form 55—(Producers)
Kan., Okla. & Colo. 1957

C OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 22nd day of September 19 75

between Ann Marie Case and R. R. Case, her husband; Paul S. Erramouspe and Suzan Erramouspe, his wife; Grace V. Mossman and John Mossman, her husband; Sister Miriam Grace, 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, 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, for the purpose of exploring by geophysical and other methods, and drilling and operating for and producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for storing and handling the same, and for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for and producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for storing and handling the same, and for the purpose of 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 24 North - Range 106 West - Section 26: SE/4 SE/4; Section 34: SE/4 SE/4; Section 35: N/2 NE/4, SW/4 SW/4, SW/4 NE/4, E/2 SW/4, SE/4 NW/4;

Township 28 North - Range 107 West - Section 6: NW/4 SE/4;.

Township 25 North - Range 108 West - Section 14: SW/4 SW/4;

and containing 440 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 therefor.

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 22nd day of September, 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 Rock Springs National 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 Four hundred forty & 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 the 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 bonus consideration 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:

R. R. Case

Suzan Erramouspe

John Mossman

Ann Marie Case SS 524-50-1418

Paul S. Erramouspe SS 524-26-7746

Grace V. Mossman SS

Sister Miriam Grace

55

In addition to the royalty set forth in Paragraph #4 of this lease, the Lessors hereby reserve as an overriding royalty 2.5% of 8/8ths of all the oil and gas produced under the terms of this lease.

The following shall take precedent over anything of a like nature as mentioned in Paragraph #8 of this lease:
1. No well shall be drilled nearer than 1000 feet to any house or barn on the said premises without written permission of the lessors;
2. Lessee or assigns shall obtain prior permission before using any water found on said lands and shall pay for any water used.

The lessee or assigns agrees to use its best efforts to notify lessors, if possible, 30 days in advance of any operations on the said lands and shall install such gates or cattle guards as necessary to protect the live stock from its operations.

STATE OF [redacted] Colorado }
COUNTY OF Boulder } ss

[redacted] INDIVIDUAL(S) ACKNOWLEDGEMENT ([redacted] Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 19 75, before me personally appeared Ann-Marie Case and R. R. Case, her husband;

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: 5-1-1976

Notary Public
Residing at:

STATE OF Colorado }
COUNTY OF [illegible] } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 19 75, before me personally appeared Paul S. Erramouspe and Suzan Erramouspe, his wife; Grace V. Mossman and John Mossman, her husband;

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 January 15, 1977

Notary Public
Residing at:

STATE OF Idaho }
COUNTY OF Bonneville } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September, 19 75, before me personally appeared Sister Miriam Grace, a single woman

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. 20, 1978

Notary Public
Residing at: Idaho Falls, Idaho

No. 15484

OIL AND GAS LEASE

FROM

TO

Date

Section Twp. Rge.

No. of Acres Term

County

STATE OF }
County of } ss:

This instrument was filed for record on the 18th day of November A.D. 19 75 at 1:42 o'clock P. M., and duly recorded in Book 523 Page 25 of the records of this office.

Register of Deeds.

By

When recorded, return to

No. 25

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]

Form No. L 31-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE
WYOMING 828

Prairie Publishing Co.
Casper, Wyoming

This Overriding Royalty Assignment, made this 28th day of October, 19 75, by and between

James D. Beard
1721 Cheshire Drive
Cheyenne, Wyoming 82001

whose address is

hereinafter called Lessee; and,

Joan 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 3-1 19 66

bearing Serial No. 828, 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 106 West 6 P.M.
Section 20: NE¼
Section 21: All
Section 22: N½NE¼, W½, SW¼SE¼, E½SE¼

Containing 1320.00 acres, m/l

151899

RECORDED November 20, 19 75 9:02 A.M.
IN BOOK 52 Oil & Gas Lease PAGE 29
FEES $3.00 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, Therefore, in consideration of the premises and the sum of Ten and No/100 - - Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of One-Half of One Percent of Eight-Eighths (½ of 1% of 8/8ths)

out of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to term of lease

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

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

James D. Beard
Lessee

ACKNOWLEDGMENT
Single or Married

STATE OF Wyoming
COUNTY OF Sublette ss:

On this 28th day of November, 19 75, before me personally appeared James D. Beard

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

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

Patricia J. Ramsey
Notary Public

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

My Commission expires on the 6th day of November, A.D., 19 77

Form No. LNH-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE
WYOMING 3344-A

Prairie Publishing Co.
Casper, Wyoming

This Overriding Royalty Assignment, made this 17th day of November, 1975, by and between

Esther Chorney
380 So. Niagara
Denver, Colorado 80222

whose address is

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 1-1- ,19 67

bearing Serial No. 3344-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 33 North, Range 114 West 6 P.M.
Section 21: E½

Containing 320.00 acres, more or less

150900

RECORDED November 20, 19 75 2:[illegible] A M
IN BOOK 52 Oil & Gas Lease PAGE 30
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, Therefore, in consideration of the premises and the sum of Ten and No/100 - - - - Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One and One-Half 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 term of lease

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

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

Esther Chorney
Lessee

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } ss:

ACKNOWLEDGMENT
Single or Married

On this 17th day of November, 19 75, before me personally appeared Esther Chorney

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

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

Notary Public

My Commission expires on the 24th day of Octobar, A.D., 19 79.

Form No. LNH-2

ASSIGNMENT OF OVERR[redacted]OYALTY INTEREST IN
U. S. OIL AND GAS LEASE
WYOMING 9578

[redacted]

Prairie Publishing Co.
Casper, Wyoming

This Overriding Royalty Assignment, made this 3rd day of December, 19 74, by and between

Joan Chorney
401 Lincoln Tower Building
1860 Lincoln Street
Denver, Colorado 80203

whose address is

hereinafter called Lessee; and L. Stanley
5070 Nassau Circle
Englewood, Colorado 80110

Robert W. Scott
11386 W. 26th Pl.
Lakewood, Colorado 80215

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 12-1, 1967

bearing Serial No. 9578, 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 114 West 6 P.M.
Section 3: Lots 7,8,9,10,15,16,17,18
Section 4: Lots 5 thru 20
Section 5: Lots 5,6,13,20, S½NE¼, NW¼SE¼
Section 9: N½
Section 10: NW¼

Containing 1660.69 acres, more or less

151044
RECORDED Dec 3 1975 9:20 A.M
IN BOOK 52 O&G Lease PAGE 31
FEES $3.25 Lois G. Hake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

NOW, Therefore, in consideration of the premises and the sum of Ten and No/100 - - - - Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, s, their heirs and assigns, an overriding royalty interest of One-Half of One Percent of Eight-Eighths (½ of 1% of 8/8ths) L. Stanley, and One-Half of One Percent of Eight-Eighths (½ of 1% of 8/8ths) Robert W. Scott.

[illegible] Oil and Gas [illegible] hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense [illegible]

This overriding royalty assignment shall be subject to [illegible]

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.

Joan Chorney
Joan Chorney
Lessee

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } ss:

ACKNOWLEDGMENT
Single or Married

On this 3rd day of December, 1974, before me personally appeared

Joan Chorney

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

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

[illegible]
Notary Public

My Commission expires on the 24th day of October, A.D. 19 77

Mid-Continent Association W. Reassign.

601

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

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A. M., and duly recorded in book 52 of D on Page 33 of the records of this office.

Lois J Yake
by Marilyn Benton
$4.50
Register of Deeds.

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated August 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 607, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

of Section ---, Township ---, Range ---, and containing 560.00 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, 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 relences 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-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED This 17th day of November, 1975
without warranties of any kind.

ATTEST: Shirley M. Dymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock, President (Seal)
(Seal)

(SEAL)

SB D-6136-A (8-28)

STATE OF .....) Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
ss. Nebraska, North Dakota, South Dakota
COUNTY OF .....) ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for ..... day of ..... 19 ..., personally appeared .....

and .....

the within and foregoing instrument of writing and acknowledged to me that ..... free and 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 ..... Notary Public

STATE OF .....) Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
ss. Nebraska, North Dakota, South Dakota
COUNTY OF .....) 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 ..... 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 official seal the day and year last above written.

My Commission Expires ..... Notary Public

State of WYOMING)
ss. (ACKNOWLEDGMENT — Corporation)
County of NATRONA)

On this 17th day of November A.D. 75 before me personally appeared Thomas F. Stroock to me personally known who being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A.D. 75

(SEAL)

Ann B. Zommer — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

Ann B Zommer
Notary Public

My Commission expires .....

No. .....

FROM

TO

Dated ..... 19...

Comptr.

By .....

Deputy

[redacted] [redacted] 151084 [redacted]0548

Mid-Continent Association W. Reassign.

KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A. M., and duly recorded in book 52 of D Page 35 of the records of this office.

Lois J. Yake
by Marilyn Benton
Fee $4.50
Register of Deeds.

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 10, 1975 from Michael Warren, a single man, of P. O. Box 121, Cumberland Gap, Tennessee 37724; and Bonney Eken Prentice, a married woman dealing with her sole and separate property, 821 East 8th Street, Tucson, Arizona 85719, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 631, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

of Section ---, Township ---, Range ---, and containing 560.00 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, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the lease 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 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 nevertheless, unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 1975, without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

ATTEST: Shirley W. Dymond, Secretary (Seal)

(SEAL)

35

AR D-6136-B (9-10)

STATE OF) Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
COUNTY OF) ss. ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for

day of , 19 , personally appeared

and

the within and foregoing instrument of writing and acknowledged to me that
and 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

STATE OF) Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
COUNTY OF) ss. ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for the State of

day of ,

and

the within and foregoing instrument of writing and acknowledged to me that
and 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

State of WYOMING)
County of NATRONA) ss. ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A.D. 75 before me personally appeared Thomas F. Stroock to me duly sworn, did say that he is the President of Cliff Development Limited a corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November A.D. 75

(SEAL)

Anne B. Komkven — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

Anne B Komkven
Notary Public

My Commission Expires

FROM

TO

Dated

No. Acres County

Form

Date of instrument to be recorded on the day of A.D. 19 at o'clock M. and duly recorded in Book of Deeds, page

Fee $

Deputy

[redacted] Mid-Continent Association W. Reassign.

[redacted] PRINT CO
134 N. CENTER
CASPER, WYOMING

601

ASSIGNMENT
OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS.

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated August 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Pear Family Trust, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 605, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Section 13: SW¼SE¼, SE¼SW¼
Section 23: SE¼NE¼, NE¼SE¼
Section 24: NW¼

of Section ---, Township ---, Range ---, and containing 320.00 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, 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 and 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-eights (5% of 8/8ths) 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 in or 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED THIS 17th day of November, 1975

without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

ATTEST: Shirley M. Dymond
Shirley M. Dymond, Secretary

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec, 19 75, at 9:00 o'clock A. M., and duly recorded in book 52 of the records of this office. Page 37

Lois J. Yake
by Marilyn Benton
Deputy
Fee $1.50
Register of Deeds.

37

SB D-6137 (8-28)

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.

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 WYOMING }
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75 before me personally appeared Thomas F. Stroock to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited 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 President acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November A. D. 19 75

(SEAL)

Anne B. Komkven — Notary Public
County of ... State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Anna B Komkven
Notary Public

No. .....

FROM

.....

TO

.....

Dated ....., 19....

No. Acres .....

.....County,.....

Term .....

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

County Clerk

By ..... Deputy.

When recorded return to

PRINTED BY PETROLEUM PUBLISHING CO., CASPER, WYOMING

[redacted] Mid-Continent Association W. Reassign. [redacted]

601

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

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY,

1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated August 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 595, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A. M., and duly recorded in book 52 of Oil & Gas Page 39 of the records of this office.

Lois J Yake
by Marilyn Benton
Register of Deeds.

Fee $4.50

When recorded
Return to

Township 32 North, Range 113 West, 6th P.M.
Section 11: N½S½
Section 12: Lots 1, 2, N½S½

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼
Section 8: SW¼SW¼

of Section ----------, Township ----------, Range ----------, and containing 652.93 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-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED this 17th day of November, 1975
without warranties of any kind.

ATTEST: Shirley M. Dymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock, President (Seal)
(Seal)

(SEAL)

6B D-6138-A (8-28)

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 ..... 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.

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 ..... 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 WYOMING
County of NATRONA
ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A.D. 75 before me personally appeared Thomas F. Stroock to me personally known who being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A.D. 75

(SEAL)

Ann B. Komkven — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Ann B Komkven
Notary Public

No. .....

FROM .....

.....

TO .....

.....

Dated .....

No. Acres .....

..... County, ...

Term .....

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

County Clerk

By ..... Deputy.

When recorded return to .....

Mid-Continent Association W. Reassign.

601

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

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 2:00 o'clock P. M., and duly recorded in book 52 of D on Page 41 of the records of this office.

Ivy Marilyn Denton
Register of Deeds.

Fee $ 4.50

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 11, 1975, from Ronald W. Ball and Delores Joan Ball (husband and wife), Big Piney, Wyoming, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 597, 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 11: N½S½
Section 12: Lots 1, 2, N½S½

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼
Section 8: SW¼SW¼

of Section ____, Township ____, Range ____, and containing 652.93 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-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 19 75.
without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

ATTEST: Shirley M. Dymond, Secretary (Seal)

(SEAL)

41

SB D-6138-B (9-11)

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

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

42 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 .....

the within and foregoing instrument of writing and acknowledged to me that ..... and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my .....

My Commission Expires .....

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 .....

the within and foregoing instrument of writing and acknowledged to me that ..... and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

State of WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A D 19 75 before me personally appeared Thomas F. Stroock to me personally known, who being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A D 19 75

(SEAL)

My Commission expires

Aura B. Kornkven — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

Aura B Kornkven
Notary Public

No. .....

FROM .....

.....

TO .....

.....

Dated ....., 19....

No. Acres .....

..... County, ...

Form .....

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

day of ..... A.D. 19.... at ..... o'clock ..... M. and duly recorded in

Book ..... Page .....

of the records of this office.

County Clerk

By ..... Deputy

When recorded return to

RIGHT OF WAY DEED TO CARBON WYOMING

Mid-Continent [redacted] tion W. Reassign.

KINT [redacted] PRINT CO. CENTER
CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming [redacted])
) ss.
COUNTY OF Sublette)

This instrument was filed for record on the 4th day of Dec, 19 75, at 9:20 o'clock A. M., and duly recorded in book 52 Oil Page 43 of the records of this office.

Lois J Yake
by Marilyn Benton
$4.50
Register of Deeds.

When recorded return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 11, 19 75 from Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband, 805 South Western Avenue, Sioux Falls, S.D. Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in book 51, page 580, 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 11: N½S½
Section 12: Lots 1, 2, N½S½

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼
Section 8: SW¼SW¼

of Section ---, Township ---, Range ---, and containing 652.93 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-eights (5% of 8/8ths) 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 in 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 19 75
without warranties of any kind

ATTEST: Shirley M. Dymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock, President (Seal)
(Seal)

(SEAL)

SB D-6138-C C9-11

STATE OF .....) Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ss
COUNTY OF .....) ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for ..... County and State aforesaid, on this ..... day of ..... 19 ....., personally appeared .....

and .....

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 official seal the day and year last above written.

My Commission Expires .....

STATE OF .....) Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ss.
COUNTY OF .....) ACKNOWLEDGMENT INDIVIDUAL

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

and .....

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 official seal the day and year last above written.

My Commission Expires .....

State of WYOMING) ACKNOWLEDGMENT (For use in Wyoming)
County of NATRONA) ss.

On this 17th day of November A.D. 75 personally appeared Thomas F. Stroock to me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A.D. 75

(SEAL)

Aura B. Kornkven — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Aura B. Kornkven
Notary Public

FROM

TO

Mid-Continent Association W. Reassign.

601

KIN[redacted] PRINT CO.
134 N. CENTER
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

This instrument was filed for record on the 4th day of Dec, 1975, at 9:00 o'clock A M. and duly recorded in book 52 048 Page 45 of the records of this office.

Lois J Yake
by Marilyn Denton
Deputy
Fee $4.50
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignor, whether one or more) for and in consideration of Ten Dollars ($10.00) the receipt whereof is hereby acknowledged, does hereby sell,

assign, transfer and set over unto DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated August 28, 1975 from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Kemmerer, Wyoming 83101 Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601 Lessee, recorded in book 51, page 603, 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 10: S½SE¼
Section 11: SW¼SW¼
Section 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼
Section 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼
Section 21: NW¼NE¼, NW¼, NW¼SW¼

of Section ---, Township ---, Range ---, and containing 800.00 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, 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; that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserving hereunto unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED This 17th day of November, 1975.
without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

ATTEST: Shirley M. Dymond, Secretary (Seal)

(SEAL)

45

SB D-6139 (8-28)

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.

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 WYOMING
County of NATRONA
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A D 19 75 before me personally appeared Thomas F. Stroock to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited 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 President acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November A D 19 75

(SEAL)

Anne E. Kornkven – Notary Public
County of [illegible] State of Wyoming
My Commission Expires Nov. 15, 1977

Anne B Kornkven
Notary Public.

My Commission expires .....

No. .....

FROM

TO

Dated ..... 19....

No. Acres .....

.....County.

Term .....

This instrument was filed for record on the

day of ..... A.D. 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

ABSTRACT OFFICE PRINT CO. CASPER, WYOMING.

[redacted] Mid-Continent Association W. Reassign. [redacted]

KINTZEL BLUE PRINT CO.
134 N CENTER
CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4

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 DAVIS OIL COMPANY,

1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202

(hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated August 26, 1975, from James F. Mickelson, also known as J. E. 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

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 therein 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 unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) 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 to Assignors, with respect to that tract or tracts, shall be proportionately reduced. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee shall notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 1975
without warranties of any kind.

ATTEST: Shirley M. Dymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A M., and duly recorded in book 520 Misc. Page 47 of the records of this office.

Lois J Yake
by Marilyn Benton
Fee $ 6.75 Register of Deeds.

When recorded
Return to

47

SB D-6131 (8-26)

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

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

48 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 ..... 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.

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 ..... 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 WYOMING
County of NATRONA
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 75 before me personally appeared Thomas F. Stroock to me personally known who, being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of Noverber A. D. 75

(SEAL)

Anna B. Komkven
Notary Public

My Commission expires .....

Anna B. Komkven — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

FROM

No. .....

TO

Dated ..... 19.....

No. Acres .....

County .....

Terms .....

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

day of ..... 19.....

at ..... and duly recorded

in Book ..... Page .....

of the records of this office

County Clerk.

By .....

Deputy.

When recorded return to

.....

.....

KINDLER BLUE PRINT CO., CASPER, WYOMING.

[redacted] Mid-Continent Association W. Reassign. [redacted] KINTZEL BLUE PRINT CO. 134 N. CENTER CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A M., and duly recorded in book 520 of D Page 49 of the records of this office.
Lois J Yake
by Marilyn Denton
Fee $ 4.50 Recorder of Deeds.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignor, whether one or more), (for and in consideration of the receipt whereof is hereby acknowledged) does hereby

DAVIS OIL COMPANY,

assign, transfer and set over unto 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 23, 1975 from Ronald W. Ball and Delores J. Ball, 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 633, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 30: NE¼

of Section ---, Township ---, Range ---, and containing 160.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used 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 the interest in and to said lease, estate, rights and property, free and clear of all liens, encumbrances and adverse claims. That said lease is in full force and effect and all rentals on the land above described and all royalties and other obligations thereunder have been paid and all conditions necessary to keep the same in full force and effect have been performed to date hereof. Assignor hereby surrenders and releases all rights of dower and homestead in the premises above described.

Reserving unto and from the Assignor herein a overriding royalty of five percent of eight-eights (5% of 8/8ths)

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 instrument shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns in 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 and/or 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED This 17th day of November, 19 75
without warranties of any kind.

ATTEST: Shirley M. Dymond
Shirley M. Dymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

(SEAL)

49

D-6132 (9-23)

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.

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 WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75 before me personally appeared Thomas F. Stroock to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited .....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 President acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November A. D. 1975

(SEAL)

Anna B. Kornkven — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Anna B Kornkven
Notary Public.

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County,

Term

This instrument was filed for record on the

day of ..... A.D. 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 IN THE PRINTING CO., CASPER, WYOMING.

Mid-Continent Association W. Reassign.

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

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A M., and duly recorded in book 52 of D on page 51 of the records of this office.

Lois J Yake
by Marilyn Benton
Fee $ 4.50
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignor), for and in consideration of Ten ($10.00), the receipt whereof is hereby acknowledged, does hereby

assign, transfer and set over unto DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 23, 1975 from Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, 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 635, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼

of Section ---, Township ---, Range ---, and containing 759.80 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 other 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 it has executed no surrenders and releases of rights of dower and homestead in the premises above described.

Reserving however, unto the Assignor herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) 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 in 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 19 75
without warranties of any kind.

ATTEST: Shirley W. Dymond
Shirley W. Dymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President
(Seal)

(SEAL)

51

8B D-6133-A (9-23)

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.

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 WYOMING }
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75 before me personally appeared Thomas F. Stroock to me personally known who, being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A. D. 19 75

(SEAL)

Anne B. Kornkven — Notary Public
County of ..... State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Anne B. Kornkven
Notary Public

[redacted]

No. _____

FROM

TO

Dated _____, 19___

No. Acres _____

_____ County, _____

[redacted]

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

[redacted]

RECORDED BOOK 190 OF LEASES WYOMING

[redacted] Mid-Continent Association W. Reassign. [redacted]

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

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A. M., and duly recorded in book 52 of Misc. Page 53 of the records of this office.

Lois J Yake
by Marilyn Stenton
Fee $4.50
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto

DAVIS OIL COMPANY,

1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202

(hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 25, 1975 from Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband, 805 South Western Avenue, Sioux Falls, South Dakota 57100 Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 637, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼

of Section ---, Township ---, Range ---, and containing 759.80 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 warrants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the oil and gas rights situated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances and claims whatsoever. That said lease is a valid and subsisting lease on the land above described, and that Assignor will pay the rentals and royalties and perform all conditions necessary to keep the same in full force hereafter. Assignor hereby waives and releases all rights of dower and homestead in the premises above described.

Reserving unto the Assignor a non-participating overriding royalty of five percent of eight-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 1975, without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

ATTEST: Shirley M. Dymond, Secretary

By: Thomas F. Stroock, President (Seal)

(Seal)

(SEAL)

53

AB D-6133-B (9-25)

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.

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 WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75 before me personally appeared Thomas F. Stroock to me personally known who, being by me duly sworn, did say that he is the President of Cliff Development Limited

.....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 President

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

Witness my hand and seal this 17th day of November A. D. 19 75

(SEAL)

Anne E. Eccleston – Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Anne E Eccleston
Notary Public

No. .....

FROM .....

TO .....

Dated ..... 19....

No. Acres .....

.....County.

Form .....

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

REORDER FROM PRINT CO., CASPER, WYOMING

Mid-Continent Association W. Reassign.

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

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 4th day of December 19 75, at 9:00 o'clock A M., and duly recorded in book 520 on Page 55 of the records of this office.

Lois J Yake
by Marilyn Benton
Fee $ 4.50 Register of Deeds.

When recorded
Return to

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, ~~Regina, Saskatchewan, Canada S4P 2V4~~

(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

DAVIS OIL COMPANY,

1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202

(hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 10, 1975 from Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (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 585, 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 34: NE¼NE¼
Section 35: N½

of Section ---, Township ---, Range ---, and containing 360.00 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, 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.

Reserved by and unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) 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 sixty (60) 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. 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.

EXECUTED This 17th day of November, 19 75
without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

ATTEST: Shirley M. Dymond (Seal)
Shirley M. Dymond, Secretary

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President

(Seal)

(SEAL)

55

SB D-6130 (9-10)

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 ..... 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.

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 ..... 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 WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 1975 before me personally appeared Thomas F. Stroock to me personally known who, being by me duly sworn, did say that he is the President of Cliff Development Limited 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 President acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November A. D. 1975

Anna B. Komiven
Notary Public.

(SEAL)

Anna B. Komiven – Notary Public
County of Natrona — State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

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

_____

RINGLE PRINT CO., CASPER, WYOMING.

[redacted] [redacted]

Mid-Continent Association W.Reassign.

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

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2W4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 11, 1975 from Ronald W. Ball and Delores Joan Ball (husband and wife), Big Piney, Wyoming, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 599, 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 25: S½NE¼, SE¼, E½SW¼

of Section ---------, Township ---------, Range ---------, and containing 320.00 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, 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, clear and free from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land described therein and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force and effect duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserved herein unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) of all 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 to Assignors, with respect to that tract or tracts, shall be proportionately reduced. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee shall notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED This 17th day of November, 1975 without warranties of any kind.

ATTEST: Shirley M. Dymond, Secretary (SEAL)

CLIFF DEVELOPMENT LIMITED (Seal)

By: Thomas F. Stroock, President (Seal)

(Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 4th day of Dec, 19 75, at 9:00 o'clock A M., and duly recorded in book 52 of L Page 57 of the records of this office.

Lois J. Yake
by Marilyn Benton
Fee $ 4.50 Register of Deeds.

When recorded
Return to

57

8B D-6134-A (9-11)

151095

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

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

58 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 ..... 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.

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 ..... 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 WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 75 before me personally appeared Thomas F. Stroock to me personally known who, being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A. D. 75

(SEAL)

Anna B. Kamkven — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Anna B Kamkven
Notary Public

No. .....

FROM .....

TO .....

Dated ....., 19....

No. Acres .....

..... County, ...

Term .....

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

County Clerk

By ..... Deputy.

When recorded return to .....

[redacted] Mid-Continent Association W. Reassign. [redacted] KINTZEL BLUE PRINT CO. 134 N. CENTER CASPER, WYOMING

601

151096

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 4th day of Dec, 1975, at 2:00 o'clock P M., and duly recorded in book 52 Oil Page 59 of the records of this office.

Doris J. Yake
by Marilyn Denton
Fee $ 4.50 Register of Deeds.

When recorded
Return to

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 11, 1975, from Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband, 805 South Western Avenue, Sioux Falls, S.D., Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 578, 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 25: S½NE¼, SE¼, E½SW¼

of Section ---, Township ---, Range ---, and containing 320.00 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, 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 and effect duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserving unto and to the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 1975.
without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President (Seal)

ATTEST: Shirley M. Dymond
Shirley M. Dymond, Secretary

(SEAL)

59

SR D-6134-B (9-11)

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

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

60 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 ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... free and voluntary act and deed for the uses and purposes therein set forth.

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.

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 ..... 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 WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A D 75 before me personally appeared Thomas F. Stroock to me personally known who being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A. D. 75

(SEAL)

Anna B. Kamstra
Notary Public

Anna B. Kamstra – Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

No. .....

FROM

TO

Dated ....., 19....

No. Acres .....

.....County, ...

Term .....

I hereby certify that the within instrument was filed for record on the ..... day of ..... A.D. 19.... at ..... o'clock ..... M., and duly recorded in Book ..... of the records of this office.

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

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

County Clerk

By ..... Deputy

When recorded return to

.....

.....

RIVERTON FILING SYSTEMS, INC. RIVERTON, WYOMING

[redacted] Mid-Continent Association W. Reassign. [redacted] KINTZEL BLUE PRINT CO. 134 N. CENTER CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, ~~Regina, Saskatchewan, Canada S4P 2V4~~ (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated August 28, 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

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 4th day of Dec., 1975, at 9:00 o'clock A. M., and duly recorded in book 5207 Page 61 of the records of this office.

Lois J. Yake
by Marilyn Denton
Fee $5.50 Register of Deeds.

When recorded
Return to

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

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 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.

Assignor hereby reserves unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths)

of 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. ~~xxxx

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

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

62 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 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 .....

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 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 .....

Notary Public

State of WYOMING }
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A.D. 1975 before me personally appeared Thomas F. Stroock to me personally known who being by me duly sworn, did say that he is the President of Cliff Development Limited 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 President acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November A.D. 1975

(SEAL)

Anne B. Komkven
Notary Public

My Commission expires

Anne B. Komkven — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 15, 1977

No. .....

FROM

TO

Dated .....

No. Acres .....

County .....

Time .....

Fee .....

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

Mid-Continent Association W. Reassign.

KINGSLEY BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 4th day of Dec., 19 75, at 9:00 A.M. and duly recorded in book 520 of the records of this office.

63
Lois J Yake
by Marilyn Benton
Fee $5.75
Recorder of Deeds.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (hereinafter called Assignor), for a [illegible] ($1.00), the receipt whereof is hereby [illegible] and [illegible] assign, transfer and set over unto DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 9, 19 75 from James A. Greenwood and Tharon M. Greenwood, 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 589, 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 20: S½SE¼
Section 21: SW¼SW¼, E½SW¼, SE¼
Section 22: W½SW¼
Section 27: W½NW¼, SW¼, W½SE¼, SE¼SE¼
Section 28: All
Section 29: E½, SW¼
Section 30: Lots 3, 4, E½SW¼, N½SE¼
Section 32: N½N½
Section 33: N½N½
Section 34: NW¼NE¼

of Section [illegible], Township [illegible], Range [illegible], and containing 2,519.08 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 [illegible] to the [illegible] described lease and the said lease, estate, rights and property, free and clear of all [illegible] and encumbrances [illegible] and all rentals and royalties accruing [illegible] on the land and premises described [illegible] and all obligations and liability to keep the same in full force and effect [illegible] and releases all rights of dower and homestead in the premises so far as the same [illegible]

Reserving unto Assignor a five percent of eight-eights (5% of 8/8ths) of all oil, gas and other hydrocarbon substances 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. If Assignor owns 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 Assignor, with respect to that tract or tracts, shall be proportionately reduced. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED. This 17th day of November, 19 75

Without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

ATTEST: By: (Seal)
Shirley M. Dymond, Secretary — Thomas F. Stroock, President

(Seal)

63

(SEAL)

SB D-6158-A (9-9)

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

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

64 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.

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 WYOMING
County of NATRONA
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75, before me personally appeared Thomas F. Stroock to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A. D. 19 75

(SEAL)

Asta B. Kornkven — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

My Commission expires .....

Asta B Kornkven
Notary Public

No. .....

FROM .....

TO .....

Dated ....., 19....

No. Acres .....

County .....

Term .....

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

Volume .....

County Clerk.

By .....

Deputy.

When recorded return to .....

Mid-Continen[redacted]ation W. Reassign.

KIN[redacted] PRINT CO
134 N. CENTER
CASPER, WYOMING

60:

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming[redacted] } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 4th day of dec, 1975, at 9:00 o'clock A M., and duly recorded in book 520 on page 65 of the records of this office.

Lois J Yake
by Marilyn Kenton
Register of Deeds.

$4.75

When recorded
Return to

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4

(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 DAVIS OIL COMPANY,

1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202

(hereinafter called Assignee), all its 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 Lessor, 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 land 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

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, 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 of all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land and property described, all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force and effect duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserved herein, unto the Assignors herein an overriding royalty of five percent of eight-eights (5% of 8/8ths)

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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED This 17th day of November, 19 75
without warranties of any kind.

ATTEST: _____
Shirley M. Dymond, Secretary
(SEAL)

CLIFF DEVELOPMENT LIMITED (Seal)
By: _____ (Seal)
Thomas F. Stroock, President
(Seal)

65

8B D-6140 (9-9)

STATE OF .....)
COUNTY OF .....) ss.

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

66

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 ..... free and voluntary act and deed for the uses and purposes therein set forth.

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.

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 ..... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires.....

.....
Notary Public.

State of WYOMING)
County of NATRONA) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75 before me personally appeared Thomas F. Stroock to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A. D. 19 75

(SEAL)

Aura B. Kornkven — Notary Public
County of [illegible] State of Wyoming
My Commission expires Nov. 15, 1977

My Commission Expires .....

Aura B. Kornkven
Notary Public.

No. .....

FROM

.....

TO

.....

Dated .....

No. Acres .....

..... County .....

Term .....

Filed for record the ..... day of ..... 19 ..... at ..... o'clock ..... M., and duly recorded in Book ..... Page .....

Volume .....

of the records of this office.

..... County Clerk.

By .....

Deputy.

When recorded return to

.....

.....

.....

PRINTED BY PETROLEUM PRINTING CO., CASPER, WYOMING.

ATLOCK'S, INC.
majestic bldg. AM 6-1881
denver 2, colorado

Mid-Continent Association
Form No. 151 B

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

151146

RECORDED Dec. 8, 1975 9:00 A.M
IN BOOK 52 O & G Lease PAGE 67
FEES $3.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

C. A. Underwood

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

Avance Oil & Gas Co., Inc.

(hereinafter called Assignee) all of the right, title and interest in and to the oil and gas lease dated August 23rd, 1975, from Midland Livestock Company, a Wyoming Corporation;

_____, lessor

to C. A. Underwood, lessee

recorded in book _____, page _____ insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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;

of Section _____ Township _____ Range _____ and containing 638.44 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 23rd day of September, 1975

C. A. Underwood

C. A. Underwood

STATE OF Colorado
COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of September, 1975, personally appeared C. A. Underwood and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires April 1, 1979

Notary Public

STATE OF _____
COUNTY OF _____ } ss. CORPORATION ACKNOWLEDGMENT

On this _____ day of _____ 19___, before me the undersigned, a Notary Public in and for said county, personally came _____, President of the _____ to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said _____, and that the Corporate seal of the said _____ was thereto affixed by its authority.

Witness my hand and Notarial Seal at _____ in said county the day and year last above written.

My commission expires _____

Notary Public

TAYLOCK'S, INC.

Mid-Continent Association Form Form No. 151 S **68**

(This Space Reserved for Filing Stamp)

151147

ASSIGNMENT OF OIL AND GAS LEASE

RECORDED 4:15 P 1975 P. M. A.M.
IN BOOK 52 Oil & Gas Lease 68
FEES $3.00 Leo J Yake CLERK
by Marilyn Benton

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

C. A. Underwood

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

Avance Oil & Gas Co., Inc.

(hereinafter called Assignee) all of the right, title and interest in and to the oil and gas lease dated August 23rd, 1975, from Dunton Sheep Company, a Wyoming Corporation;

, lessor,

to C. A. Underwood, lessee,

recorded in book , page insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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;

of Section Township Range and containing 200 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 23rd day of September, 1975

C. A. Underwood

C. A. Underwood

STATE OF Colorado }
COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of September, 1975, personally appeared C. A. Underwood and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires April 1, 1979

Notary Public

STATE OF }
COUNTY OF } ss. CORPORATION ACKNOWLEDGMENT

On this day of 19, before me the undersigned, a Notary Public in and for said county, personally came .

President of the to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said , and that the Corporate seal of the said was thereto affixed by its authority.

Witness my hand and Notarial Seal at in said county the day and year last above written.

My commission expires

Notary Public

TATLOCK'S [redacted]
majestic bldg. [redacted]
Denver 2, Colorado

Mid-Continent Associati[redacted]
Form No[redacted]

(This Space Reser[redacted]g Stamp)

151148

ASSIGNMENT OF OIL AND GAS LEASE

RECORDED Dec. 8, 19 75 9:00 A.M
IN BOOK 52 Oil & Lease PAGE 69
FEES $3.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, C. A. Underwood

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

Avance Oil & Gas Co., Inc.

(hereinafter called Assignee) all of the right, title and interest in and to the oil and gas lease dated August 12th, 19 75, from Margaret Juel Ray, et al

, lessor

to C. A. Underwood, lessee

recorded in book , page insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 28 North - Range 104 West
Section 9: W/2 E/2, E/2 W/2;

of Section Township Range and containing 320 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED. This 23rd day of September, 19 75

C. A. Underwood
C. A. Underwood

STATE OF Colorado }
COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of September, 19 75, personally appeared C. A. Underwood and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires July 1, 1977

Notary Public

STATE OF }
COUNTY OF } ss. CORPORATION ACKNOWLEDGMENT

On this day of 19, before me the undersigned, a Notary Public in and for said county, personally came

President of the
to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said , and that the Corporate seal of the said was thereto affixed by its authority.

Witness my hand and Notarial Seal at in said county the day and year last above written.

My commission expires

Notary Public

70

151149

RECORDED Jan 13 1975 at 11:30 A.M.
IN BOOK 52 Oil & Gas Lease PAGE 70
FEES $ 3.00 Lois D. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST AND REVERSIONARY RIGHTS

(United States Oil and Gas Lease)

The undersigned assignor, for value received, does hereby assign, transfer and convey to HAWTHORN OIL COMPANY, whose address is Box 2693, Casper, Wyoming, all right, title and interest of every kind owned by the assignor in the oil and gas lease described below, including all overriding royalty, reversionary rights or rights to reassignment and any other interests therein. Said lease is described as follows:

Serial Number W-9578, covering the following described lands in Sublette County, State of Wyoming:

Township 28 North, Range 114 West
Section 3: Lots 7,8,9,10,15,16,17,18
Section 4: Lots 5 thru 20
Section 5: Lots 5,6,13,20, S½NE¼, NW¼SE¼
Section 9: N½
Section 10: NW¼

This assignment is made without warranties of title, express or implied, but all terms hereof shall inure to and be binding upon the heirs, successors and assigns of assignor and assignee.

Dated and signed this 10th day of January, 1975.

Joan Chorney
JOAN CHORNEY

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOAN CHORNEY this 10th day of January, 1975.

Witness my hand and official seal.

Notary Public

My commission expires [redacted]

Producers 88 Spec.—C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of November, 19 75 by and between
Jewett Land and Livestock Company, a Wyoming Corporation

of Big Piney, Wyoming, hereinafter called lessor (whether one or more) and

of Thomas F. Stroock
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 & more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, [redacted] 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, [redacted] 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 17: S½SW¼
Section 18: SE¼SE¼
Section 19: N½NE¼
Section 20: N½NW¼, SE¼NW¼, NE¼, NE¼SE¼
Section 21: W½NW¼, NW¼SW¼

of Section X X X X X Township X X X X X Range Seven (7) and containing 640.00 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Six-Hundred Forty and no/100- - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

Lessee shall pay for damages caused by its operation [redacted] 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 [redacted] 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.

[redacted] the lessee 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 [redacted] as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such unit [redacted] shall be considered for the purpose of this lease 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:
Sally N. Kidd, Secretary
Sally N. Kidd, Secretary

JEWETT LAND AND LIVESTOCK COMPANY (SEAL)
By: David Thomas Kidd, President
also known as D. Thomas Kidd (SEAL)

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

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

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

and.....

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

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

My Commission Expires.....

.....
Notary Public.

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

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 Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 28th day of November, A. D. 19 75, before me personally appeared David Thomas Kidd, also known as D. Thomas Kidd, to me personally known, who, being by me duly sworn, did say that he is the President of Jewett Land and Livestock 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 David Thomas Kidd acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 28th day of November, A. D. 19 75.

(SEAL)

Joseph E. Pacheco - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 14, 1979

My Commission expires.....

Joseph E Pacheco
Notary Public.

No. 151150

FROM

TO

Dated ..... 19.....

No. Acres.....

County,.....

This instrument was filed for record on the 4th day of December 19 75, at 9:00 o'clock A. M., and duly recorded in Volume 52 Oil & Gas Page 71 of the records of this office.

Fee $4.50

Lois Q. Yake
County Clerk.

By Marilyn Lewton Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-45866

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

07X6-490452 6

File 490452 6

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) July 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101 2-3)

State of Wyoming, County of Sublette
T. 33 N., R. 114 W., 6th Prin. Mer.
Sec. 10: E½

Containing a total of 320.00 acres, more or less

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.

3 What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Two and One-Half Percent (2½%) of 8/8ths overriding royalty

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2½%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of July, 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 151240

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED December 15, 1975 9:00 A M
IN BOOK 520 Oil & Lease PAGE 73
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Assignment approved effective OCT 1 1975

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 6 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.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1 Assignee is over 21 years of age

2 Assignee is a citizen of the United States

3 Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation A DELAWARE CORPORATION

4 Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*

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 23 day of September, 1975

EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT IS FILED IN CORPORATE QUALIFICATION FILE NO. 045184-A.

CITIES SERVICE OIL COMPANY

By: [signature]
(Assignee's Signature)

* Attorney in Fact certifies that he will not receive any interest in the leasehold conveyed herein when approved.

* Dean Athens, Attorney in Fact

Cities Service Oil Company
P. O. Box 300
Tulsa, Oklahoma 74102
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1 Use of form – Use only for assignment of record title interest in oil and gas leases. Do not use for assignments or subleases of working 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 assignment or 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 for an initially 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 in 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 lines, the assignee's full name and mailing address, including zip code.

PART II

A Consideration of assignee

1 If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) 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.

RETURN TO
CITIES SERVICE OIL COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

6947

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 14th day of July, 1975, personally appeared C. E. Strange

and

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

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

My Commission Expires

BETTY J. SLICK
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

Betty J. Slick
Notary Public

GPO 831-021

75

76

SC-W-0551

Producers 88 Special
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made this 23d day of September 75 by and between

Daniel H. Budd and Ada S. Budd, 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 32 North, Range 113 West, 6th P. M.
Section 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼
Section 9: Lots 3, 4, S½NW¼, NW¼SW¼

Township 33 North, Range 113 West, 6th P. M.
Section 34: S½NE¼, SE¼
Section 35: SW¼

XXXX

STATE OF ~~Sublette~~ 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 12th day of December, 19 75, personally appeared Daniel H. Budd and Ada S. Budd, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: F. H. MERBACK — Notary Public, County of Natrona, State of Wyoming, My Commission Expires Feb. 20, 1976

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

ACKNOWLEDGMENT (For use by Corporation)

State of _____ } ss.
County of _____

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

151324

No. _____

FROM

TO

Dated _____, 19 ____

No. Acres _____

_____ County, _____

Term 7

This instrument was filed for record on the 19th day of December, 19 75, at 9:00 o'clock A. M., and duly recorded in Volume 52 of Y Page 76 of the records of this office.

Lois J. Yake
County Clerk.

By Marilyn Renton Deputy.

Fee $4.50

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Mid-Continent Association Form

78

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

151325 SC-W-0551

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 19th day of Dec., 19 75 at 9:00 o'clock A M., and duly recorded in book 520 of D Page 78 of the records of this office.

Lois Blake by Marilyn Benton
Register of Deeds.

Fee $3.00

When Recorded Return to _____

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 REF DEVELOPMENT LIMITED, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 all their right, title and

(hereinafter called Assignee), interest in and to the oil and gas lease dated September 23, 19 75, from Daniel H. Budd and Ada S. Budd, husband and wife, Big Piney, Wyoming 83113, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book _____, page _____, 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 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼
Section 9: Lots 3, 4, S½NW¼, NW¼SW¼
Township 33 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, SE¼
Section 35: SW¼

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 811.60 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)

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

ACKNOWLEDGMENT
Single or Married

STATE OF WYOMING
COUNTY OF NATRONA } ss:

On this 10th day of November, 19 75, before me personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

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

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

Ann B. Kornkven — Notary Public
County of Natrona — State of Wyoming

[redacted]

Ann B. Kornkven Notary Public

My commission expires [redacted], 19____.

Producers 88 Spec.—U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 5th day of December, 19 75 by and between
Mary E. Guinard (formerly Mary E. Koch) (formerly Mary E. Thompson) and
Louis P. Guinard her husband
of P.O.Box 552, Pinedale, Wyoming, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P.O. Box 2175, Casper, Wyoming 82601, hereinafter called lessee:

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

Township 30 North, Range 113 West, 6th P.M.
Section 5: Lots 5

151385

RECORDED December 22, 19 75 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 79
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Seven (7) and containing 159.00 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 State Bank of Big Piney Bank at Big Piney, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty and No/100- - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

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

(SEAL)
Mary E. Guinard (SEAL)
Mary E. Guinard (SEAL)
Louis P. Guinard (SEAL)
Louis P. Guinard (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 5th day of December, 19 75, personally appeared Mary E. Guinard (formerly May E. Kock) (formerly May E. Thompson) and Louis P. Guinard her husband

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 thier free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Joseph E. Pacheco Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 14, 1979

Joseph E Pacheco
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.

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 Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

PO-84-T (4-84) 1M

LAND FILE W-5964a

RELEASE -- WYOMING

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

KNOW ALL MEN BY THESE PRESENTS: That the TEXACO Inc., a corporation of Delaware, does hereby release, remise and relinquish and forever quitclaims any and all rights, titles and interests whatsoever now held or claimed by it under the following oil and gas lease Assignment:

Dated the 2nd day of October, 1969 executed by

Melvin Wolf (Wyo-0320835)
Assignor
as ~~Lessor~~, to Texaco Inc. , as ~~Lessee~~ Assignee, recorded in Volume 44 O&G on Page 596 Records of Sublette County, State of Wyoming.

Executed at Denver, Colorado, on this 12th day of December, 19 75.

TEXACO Inc.

BY R. M. Dawson
Agent and Attorney in Fact

STATE OF COLORADO, }
CITY AND } ss.
COUNTY OF DENVER }

(WYOMING ACKNOWLEDGMENT)

On this 12th day of December, 1975, before me appeared R. M. Dawson, to me personally known, who being by me duly sworn did say that he is the Agent and Attorney in Fact of The TEXACO Inc., a Delaware Corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said R. M. Dawson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 12th day of December, 1975.

My commission expires on the 29th day of May, 1978.

Emily P Moline
Notary Public within and for the City and County of Denver, State of Colorado.
Resides at 6200 W. Jefferson Ave

151387

RECORDED December 22 19 75 9:00 A. M
IN BOOK 52 O & G Lease PAGE 81
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

APPROVED AS TO
DESCRIPTION & DATA

81

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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
Parker, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided one and one-half percent (1-1/2%) 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 3rd day of December, 1975.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of December, 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

151411

RECORDED December 24 19 75 9:00 A.M.
IN BOOK 52 Oil & Lease PAGE 83
FEES $20.75 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

83

LEASE SCHEDULE
EXHIBIT "A", PAGE 1 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK
D-6130	Helen L. O'Brien	Thomas F. Stroock	9-10-75	T. 33 N., R. 113 W., 6th P.M. Section 34: NE/4NE/4 Section 35: N/2	51
D-6131	James F. Mickelson	Thomas F. Stroock	8-26-75	T. 32 N., R. 113 W., 6th P.M. Section 7: Lots 1, 2, 3, 7, S/2NE/4, SE/4NW/4, N/2SE/4 Section 8: Lots 3, 4, SW/4NW/4, S/2SW/4, W/2SE/4 Section 17: NW/4 Section 18: Lots 1, 2, (W/2NW/4) T. 33 N., R. 113 W., 6th P.M. Section 31: S/2NE/4, SE/4 Section 32: S/2N/2, S/2 Section 33: S/2N/2, S/2 Section 34: W/2 T. 32 N., R. 114 W., 6th P.M. Section 11: Lot 1, S/2NE/4, SE/4, N/2SW/4, SE/4SW/4 Section 12: Lot 4, S/2SW/4, SW/4SE/4 Section 13: N/2N/2, SE/4NE/4, SW/4NW/4 Section 14: NE/4NE/4 T. 33 N., R. 114 W., 6th P.M. Section 34: SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Section 35: SW/4, W/2SE/4, SE/4SE/4	51
D-6132	Ronald W. Ball	Thomas F. Stroock	9-23-75	T. 33 N., R. 112 W., 6th P.M. Section 30: NE/4	51

LEASE SCHEDULE

EXHIBIT "A", PAGE 2 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
D-6133-A	Ronald W. Ball	Thomas F. Stroock	9-23-75	T. 33 N., R. 112 W., 6th P.M. Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4	51	635
D-6133-B	Luella E. Nordlie	Thomas F. Stroock	9-25-75	T. 33 N., R. 112 W., 6th P.M. Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4	51	636
D-6134-A	Ronald W. Ball	Thomas F. Stroock	9-11-75	T. 33 N., R. 113 W., 6th P.M. Section 25: S/2NE/4, SE/4, E/2SW/4	51	599
D-6134-B	Luella E. Nordlie	Thomas F. Stroock	9-11-75	T. 33 N., R. 113 W., 6th P.M. Section 25: S/2SE/4, SE/4, E/2SW/4	51	578
D-6135	Gordon M. Mickelson	Thomas F. Stroock	8-28-75	T. 33 N., R. 113 W., 6th P.M. Section 5: SW/4, W/2SE/4 Section 6: Lots 6, 7, E/2SW/4, SE/4 Section 7: Lot 1, E/2NW/4, NE/4, NE/4SW/4, N/2SE/4 Section 8: NW/4, W/2NE/4, SE/4NE/4, N/2SW/4, NW/4SE/4, NE/4SE/4, SE/4SE/4 Section 9: SW/4NW/4, N/2SW/4 Section 15: W/2W/2 Section 17: E/2NE/4 T. 33 N., R. 114 W., 6th P.M. Section 1: NE/4SE/4, S/2SE/4, SE/4SW/4 Section 12: N/2NW/4, SW/4NW/4, NE/4NE/4, S/2NE/4	51	593
D-6136-A	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 114 W., 6th P.M. Section 23: W/2SE/4, SE/4SE/4 Section 24: SW/4 Section 25: N/2NW/4, SW/4NW/4 Section 26: NE/4	51	607

85

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK
D-6136-B	Michael Warren	Thomas F. Stroock	9-10-75	T. 32 N., R. 114 W., 6th P.M. Section 23: W/2SE/4, SE/4SE/4 Section 24: SW/4 Section 25: N/2NW/4, SW/4NW/4 Section 26: NE/4	51
D-6137	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 114 W., 6th P.M. Section 13: SW/4SE/4, SE/4SW/4 Section 23: SE/4NE/4, NE/4SE/4 Section 24: NW/4	51
D-6138-A	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51
D-6138-B	Ronald W. Ball	Thomas F. Stroock	9-11-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51
D-6138-C	Luella E. Nordlie	Thomas F. Stroock	9-11-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51

LEASE SCHEDULE

EXHIBIT "A", PAGE 4 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PA
D-6139	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 113 W., 6th P.M. Section 10: S/2SE/4 Section 11: SW/4SW/4 Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4 Section 20: E/2NE/4, SW/4NE/4, N/2SE/4, SW/4SE/4 Section 21: NW/4NE/4, NW/4, NW/4SW/4	51	60
D-6140	Gordon M. Mickelson	Thomas F. Stroock	9-9-75	T. 31 N., R. 113 W., 6th P.M. Section 19: S/2NE/4 Section 21: E/2SE/4 Section 22: S/2 Section 23: N/2SW/4 Section 27: W/2NE/4, E/2NW/4, NW/4NW/4, NW/4SE/4 Section 28: N/2NE/4	51	59
D-6158-A	James A. Greenwood	Thomas F. Stroock	9-9-75	T. 33 N., R. 113 W., 6th P.M. Section 20: S/2SE/4 Section 21: SW/4SW/4, E/2SW/4, SE/4 Section 22: W/2SW/4 Section 27: W/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Section 28: All Section 29: E/2, SW/4 Section 30: Lots 3, 4, E/2SW/4, N/2SE/4 Section 32: N/2N/2 Section 33: N/2N/2 Section 34: NW/4NE/4	51	58

87

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-14172-A

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Forest C. Yelverton

3136 N. Rankin Street, Appleton, Wisconsin 54911

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
Kenneth F. Cummings	2949 So. Detroit Way Denver, Colorado 80210	1 & 3/8%
A. W. Fleming	5353 So. Dayton St. Englewood, Colorado 80110	1 & 3/8%

being in all a total of an undivided Two and Three-fourths 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 31 North, Range 108 West, 6th P.M.
Section 8: $SE\frac{1}{4}SE\frac{1}{4}$;
Section 9: $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$.

containing 640.00 acres, more or less.

WITNESS our hands this 16th day of December, 19 75.

Forest C. Yelverton

STATE OF Colorado)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 16th day of December, 19 75 by Forest C. Yelverton.

Witness my hand and official seal.

Notary Public

My commission expires November 15, 1977

STATE OF)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____, 19__, by ____ as ____ of ____, a corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires ____

151412

RECORDED December 24 19 75 9:00 A.M.
IN BOOK 52 Oil Lease PAGE 88
FEES $3.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST AND REVERSIONARY RIGHTS
(United States Oil and Gas Lease)

The undersigned assignor, for value received, does hereby assign, transfer and convey to HAWTHORN OIL COMPANY, whose address is Box 2693, Casper, Wyoming 82601, all right, title and interest of every kind owned by the assignor in the oil and gas lease described below, including all overriding royalty, reversionary rights or rights to reassignment and any other interests therein. Said lease is described as follows:

Serial Number W-0320843, covering the following described lands in Sublette County, State of Wyoming:

Township 29 North, Range 114 West
Section 33: Lots 1,2,3,4, NE¼, E½NW¼, SW¼NW¼, N½S½

This assignment is made without warranties of title, express or implied, but all terms hereof shall inure to and be binding upon the heirs, successors and assigns of assignor and assignee.

Dated and signed this 10th day of January, 1974.

Joan Chorney
JOAN CHORNEY

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOAN CHORNEY this 10th day of January, 1974.

Witness my hand and official seal.

Nancy A Lee
Notary Public
151413

My commission expires 9-21-77

RECORDED December 24 19 75 9:00 A.M
IN BOOK 520 Deed PAGE 89
FEES $3.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Panton

RELEASE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MESA PETROLEUM CO. and PACIFIC TRANSMISSION SUPPLY COMPANY do hereby release all their right, title and interest in and to the following described oil and gas leases situated in Sublette County, Wyoming to wit:

LEASE NO.: 05-0800-13-004-00
DATE: November 1, 1963
LESSOR: USA W-42424
LESSEE: R. J. Ackerman
DESCRIPTION: T-36N, R-110W, 6th P.M.
Section 8: E/2,E/2 W/2
Section 9: W/2, N/2 NE/4, SW/4 NE/4
S/2 SE/4
RECORDED: Book 38, Page 156

LEASE NO.: 05-0800-13-005-00
DATE: December 1, 1963
LESSOR: USA W-42425
LESSEE: R. J. Ackerman
DESCRIPTION: T-36N, R-110W, 6th P.M.
Section 22: Lot 3, NW/4 NW/4, S/2 NW/4, SW/2
RECORDED: Book 38, Page 158

151414
RECORDED December 2 19 75 9:00 A.M.
IN BOOK 53 OF Deed Leases PAGE 90
FEES $4.75 Doris J. Yackle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clemmon

EXECUTED this 4th day of December, 1975.

MESA PETROLEUM CO.

By J. K. Larsen
Vice President

ATTEST:

By
Assistant Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

ATTEST:

By E H Winsor
MANAGER OF MINERAL LEASES

By

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 4th day of December, 1975, by J. K. LARSEN, Vice President of MESA PETROLEUM CO., a Delaware corporation.

WITNESS my hand and official seal.

My Commission Expires:
6-1-77

Virginia L Bernier
Notary Public

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79105

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

On this 16th *day of* December, *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.

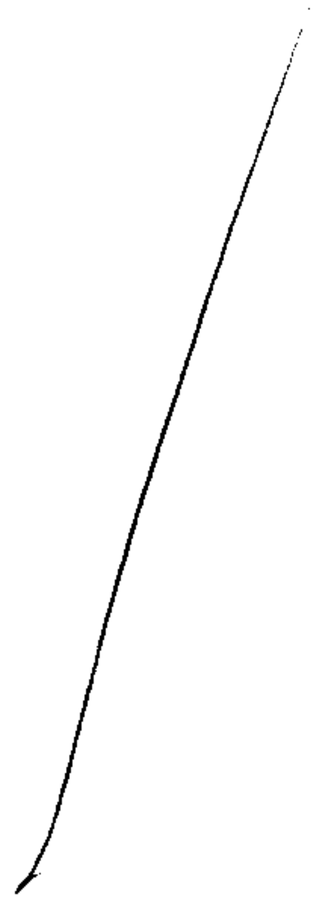
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and *County of* SAN FRANCISCO, *the day and year in this certificate first above written.*

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



R E L E A S E O F O I L A N D G A S L E A S E

WHEREAS, an Oil and Gas Lease, hereinafter referred to as "said lease", was entered into under date September 5, 1969 by and between Mary Meeks

Lessor(s) of , hereinafter referred to as said "Lessors" and Belco Petroleum Corporation, Lessee of P. O. Box 19234, Houston, Texas 77024, recorded on November 10, 1969 in Book 44 at Page 354 of the Official Records of the Recorder, Sublette County, State of Wyoming, to wit:

Township 34 North, Range 112 West

Sec. 5: S½SW¼, NW¼SW¼
Sec. 6: SE¼, E½SW¼, SE¼NW¼, Lots 5,6,7
Sec. 7: NE¼, W½SE¼, NE¼SE¼, E½NW¼, E½SW¼, Lots 1,2,3,4
Sec. 8: NW¼, NW¼SW¼
Sec. 18: E½NW¼, W½NE¼, NW¼SE¼, NE¼SW¼, Lots 1,2,3,4
Sec. 19: Lot 1, NE¼NW¼

Township 34 North, Range 113 West

Sec. 1: S½NE¼, N½SE¼, SE¼SE¼
Sec. 12: SE¼, SE¼NE¼
Sec. 13: NE¼, N½SE¼, SE¼SE¼

NOW, THEREFORE, For and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the undersigned does hereby release, relinquish and surrender unto the said lessor(s), their heirs, successors, assigns and legal representatives, all its right, title, interest, claim and demand in and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this 16th day of December, 19 75.

ATTEST:
George E. Nugent
George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION
By: D. Martin
D. B. Martin
Vice-President

A C K N O W L E D G E M E N T

State of Texas)
County of Harris)

On this 16th day of December, 19 75, before me appeared D. B. Martin, to me personally known, who being by me duly sworn, did say that he is the Vice-President of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors and said D. B. Martin acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 16th day of December, 19 75.

My Commission Expires:
6-1-77

Rebecca W. Yarbrough
Notary Public

151508

RECORDED January 5, 1976 9:00 A.M
IN BOOK 52 O & G Lease PAGE 93
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

93

RELEASE OF OIL AND GAS LEASE

WHEREAS, an Oil and Gas Lease, hereinafter referred to as "said lease", was entered into under date May 11, 1962 by and between C. R. O'Neil, P. O. Box 10, Big Piney, Wyoming 83113, Lessor(s) of hereinafter referred to as said "Lessors" and Belco Petroleum Corporation, Lessee of P. O. Box 19234, Houston, Texas 77024, recorded on _____ in Book 33 at Page 369 of the Official Records of the Recorder, Sublette County, State of Wyoming, to wit:

Township 29 North, Range 112 West
Section 10: S½NE¼, N½SE¼
Section 11: SW¼NW¼, NW¼SW¼, SE¼SW¼, S½SE¼
Section 12: S½SW¼, SW¼SE¼
Section 13: NW¼, N½SW¼, W½NE¼
Section 14: N½NE¼

NOW, THEREFORE, For and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the undersigned does hereby release, relinquish and surrender unto the said lessor(s), their heirs, successors, assigns and legal representatives, all its right, title, interest, claim and demand in and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this 16th day of December, 19 75.

ATTEST:

George E. Nugent

George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

By: D. B. Martin

D. B. Martin
Vice-President

ACKNOWLEDGEMENT

State of Texas)
County of Harris)

On this 16th day of December, 19 75, before me appeared D. B. Martin, to me personally known, who being by me duly sworn, did say that he is the Vice-President of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors and said D. B. Martin acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 16th day of December, 19 75.

My Commission Expires:

6-1-77

Rebecca A. Yarbrough
Notary Public

151569

RECORDED January 5, 19 76 9:00 A.M.
IN BOOK 5201 Lease PAGE 94
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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:

DEPCO, Inc.
1025 Petroleum Club Bldg.
Denver, Colorado 80202

AND

HANOVER PETROLEUM CORPORATION
211 North Ervay Bldg., Suite 1410
Dallas, Texas 75201

hereinafter called Assignee, whether one or more, an undivided 1/8th interest to EACH Assignee in and to each of the oil and gas leases described in Exhibit "A" attached herto and made a part hereof insofar as said leases cover the land specifically 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 1st day of December, 1975.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of December 1975, 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

151544

RECORDED January 7 19 76 9:00 A.M
IN BOOK 5 & 0 of O Leases PAGE 95
FEES $20.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	ORR
-6130 [redacted]	Helen L. O'Brien	Thomas F. Stroock	9-10-75	T. 33 N., R. 113 W., 6th P.M. Section 34: NE/4NE/4 Section 35: N/2	51	585	5%
-6131 [redacted]	James F. Mickelson	Thomas F. Stroock	8-26-75	T. 32 N., R. 113 W., 6th P.M. Section 7: Lots 1, 2, 3, 7, S/2NE/4, SE/4NW/4, N/2SE/4 Section 8: Lots 3, 4, SW/4NW/4, S/2SW/4, W/2SE/4 Section 17: NW/4 Section 18: Lots 1, 2, (W/2NW/4) T. 33 N., R. 113 W., 6th P.M. Section 31: S/2NE/4, SE/4 Section 32: S/2N/2, S/2 Section 33: S/2N/2, S/2 Section 34: W/2 T. 32 N., R. 114 W., 6th P.M. Section 11: Lot 1, S/2NE/4, SE/4, N/2SW/4, SE/4SW/4 Section 12: Lot 4, S/2SW/4, SW/4SE/4 Section 13: N/2N/2, SE/4NE/4, SW/4NW/4 Section 14: NE/4NE/4 T. 33 N., R. 114 W., 6th P.M. Section 34: SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Section 35: SW/4, W/2SE/4, SE/4SE/4	51	587	5%
[redacted]							96
6132	Ronald W. Ball	Thomas F. Stroock	9-23-75	T. 33 N., R. 112 W., 6th P.M. Section 30: NE/4	51	633	5%
[redacted]							

LEASE SCHEDULE

EXHIBIT "A", PAGE 2 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	ORI
D-6133-A	Ronald W. Ball	Thomas F. Stroock	9-23-75	T. 33 N., R. 112 W., 6th P.M. Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4	51	635	5
D-6133-B	Luella E. Nordlie	Thomas F. Stroock	9-25-75	T. 33 N., R. 112 W., 6th P.M. Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4	51	637	5
D-6134-A	Ronald W. Ball	Thomas F. Stroock	9-11-75	T. 33 N., R. 113 W., 6th P.M. Section 25: S/2NE/4, SE/4, E/2SW/4	51	599	5
D-6134-B	Luella E. Nordlie	Thomas F. Stroock	9-11-75	T. 33 N., R. 113 W., 6th P.M. Section 25: S/2NE/4, SE/4, E/2SW/4	51	578	5
D-6135	Gordon M. Mickelson	Thomas F. Stroock	8-28-75	T. 33 N., R. 113 W., 6th P.M. Section 5: SW/4, W/2SE/4 Section 6: Lots 6, 7, E/2SW/4, SE/4 Section 7: Lot 1, E/2NW/4, NE/4, NE/4SW/4, N/2SE/4 Section 8: NW/4, W/2NE/4, SE/4NE/4, N/2SW/4, NW/4SE/4, NE/4SE/4, SE/4SE/4 Section 9: SW/4NW/4, N/2SW/4 Section 15: W/2W/2 Section 17: E/2NE/4 T. 33 N., R. 114 W., 6th P.M. Section 1: NE/4SE/4, S/2SE/4, SE/4SW/4 Section 12: N/2NW/4, SW/4NW/4, NE/4NE/4, S/2NE/4	51	593	5
D-6136-A	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 114 W., 6th P.M. Section 23: W/2SE/4, SE/4SE/4 Section 24: SW/4 Section 25: N/2NW/4, SW/4NW/4 Section 26: NE/4	51	607	

26 97

LEASE SCHEDULE

EXHIBIT "A", PAGE 3 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	ORI
D-6136-B	Michael Warren	Thomas F. Stroock	9-10-75	T. 32 N., R. 114 W., 6th P.M. Section 23: W/2SE/4, SE/4SE/4 Section 24: SW/4 Section 25: N/2NW/4, SW/4NW/4 Section 26: NE/4	51	631	5
D-6137	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 114 W., 6th P.M. Section 13: SW/4SE/4, SE/4SW/4 Section 23: SE/4NE/4, NE/4SE/4 Section 24: NW/4	51	605	5
D-6138-A	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51	595	5
38-B	Ronald W. Ball	Thomas F. Stroock	9-11-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51	597	5
-6138-C	Lucila E. Nordlie	Thomas F. Stroock	9-11-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51	580	5

LEASE SCHEDULE

EXHIBIT "A", PAGE 4 STATE OF WYOMING, COUNTY OF SUBLETTE

IS NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	ORR
39	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 113 W., 6th P.M. Section 10: S/2SE/4 Section 11: SW/4SW/4 Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4 Section 20: E/2NE/4, SW/4NE/4, N/2SE/4, SW/4SE/4 Section 21: NW/4NE/4, NW/4, NW/4SW/4	51	603	5%
40	Gordon M. Mickelson	Thomas F. Stroock	9-9-75	T. 31 N., R. 113 W., 6th P.M. Section 19: S/2NE/4 Section 21: E/2SE/4 Section 22: S/2 Section 23: N/2SW/4 Section 27: W/2NE/4, E/2NW/4, NW/4NW/4, NW/4SE/4 Section 28: N/2NE/4	51	591	5%
58-A	James A. Greenwood	Thomas F. Stroock	9-9-75	T. 33 N., R. 113 W., 6th P.M. Section 20: S/2SE/4 Section 21: SW/4SW/4, E/2SW/4, SE/4 Section 22: W/2SW/4 Section 27: W/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Section 28: All Section 29: E/2, SW/4 Section 30: Lots 3, 4, E/2SW/4, N/2SE/4 Section 32: N/2N/2 Section 33: N/2N/2 Section 34: NW/4NE/4	51	589	5%

99

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:
Mary Nan Spear
P. O. Box 1684
Midland, TX 79701

W 50873
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 31 N, R 106 W, 6th Prin. Mer.
Sec 27: $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
34: $E\frac{1}{2}$, $SW\frac{1}{4}$

151553

RECORDED January 8 19 76 9:00 AM
IN BOOK S2 Oil & Gas Lease PAGE 100
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

Containing a total of 640 acres	Annual Rental . . . . . $ 320.00

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

Effective date of lease: July 1, 1975

THE UNITED STATES OF AMERICA

By: [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

JUL 1 2 1975
(Date)

FOR CLAIMANT

LEAS[redacted]RMS

Sec. [illegible]—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof for a period of 20 years and so long thereafter as oil or gas is produced in paying quantities, but not to any [illegible] the expiration of the primary term of this lease unless drilling operations are then commenced on the land subject to the terms of this lease.

Sec. [illegible]

(a) [illegible]—To furnish any bond required by the lessor [illegible] the lessee shall furnish such bond or bonds as may be required prior to or after the issuance of this lease [illegible] to maintain any bond furnished by the lessee as a condition for the issuance of this lease. [illegible] To furnish a bond in the sum of not less than double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000 upon the filing of any part of the leased land within the known limits of a producing oil or gas field [illegible] to the beginning of drilling operations and maintained as required by the lessor a bond in the penal sum of $25,000 with approved corporate surety or in lieu thereof United States bonds as surety thereon 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, [illegible] a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $5,000 in those cases in which a bond is required by law for the protection of the owners of surface rights [illegible] any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

[illegible]—Within 30 days of demand, or [illegible] fixed and 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:

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:

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.

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 (1) 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 per the application 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 to an approved cooperative or unit plan which includes a well capable of producing oil or gas in paying quantities, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (1) (a) above.

Royalty on production.—(i) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands in accordance with the Oil and Gas Operating Regulations.

(2) To [illegible] agrees 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 derived from gas, due consideration being given to the highest prices paid for a part or for the major portion of like quality in the same field or area, to posted prices, and to other relevant matters; and whenever appropriate, after notice and opportunity to be heard.

(3) [illegible] royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which production occurs. When gas is a marketable production in the products where produced without cost to lessor, unless otherwise agreed to by the parties hereto, in such cases provided by the rules as royalty may be required by the lessor, but in no case shall the value for the purpose of computing royalty on oil or other products [illegible] the oil tank or the gas meter nearest the well where produced for the account of or sold to the lessee or to a purchaser with whom the lessee is not dealing at arm's length. Where gas is produced for the extraction of gasoline or other products, the royalty may be paid on the value or on the proceeds of the gasoline and other products so extracted, all as determined by the Secretary of the Interior. [illegible] primary development drilling and producing operations under this lease shall be deemed to [illegible] operated under this lease.

(4) [illegible]—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date hereof any contract, or evidence of other arrangement, for the sale or disposal of the gas, natural gasoline, and other products of the leased land produced; 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.

(5) *Statements, books and records.*—At such times and in such form as the lessor may prescribe to furnish [illegible] 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 detailed [illegible] development work and improvements on the leased lands, and [illegible] Report with respect to acreage, investments, depreciation and costs.

(e) *Well record.*—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.

(f) [illegible]—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.

(g) *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.

(h) *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 workman and employees at least twice each month in the lawful money of the United States.

(i) *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.

(j) [illegible] of land [illegible] be required by applicable law to file for approval by the lessor any instrument of transfer [illegible] of this lease or any interest therein, including assignments of record title, operating agreements and subleases, [illegible] of [illegible] this lease, within 90 days from the date of final approval thereof.

(k) [illegible] and [illegible] of a controlling interest in the [illegible] the same which may [illegible] gas [illegible] gas, natural gasoline or other products [illegible] the provisions of the act of August 7, 1953 [illegible] Stat. 913, [illegible] sec. 351) [illegible] by [illegible] with all statutory requirements and regulations thereunder [illegible] the lands embraced herein have been or shall hereafter be proposed or offered under the laws relating 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 relating to such [illegible] gas.

(l) *Preference right lands.*—If any of the land embraced in this lease is embraced in a reservation or segregated for any purpose in connection with 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.

(m) *Protection of land, 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 all 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 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.

(n) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(o) *Deliver premises in case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Sliding of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in kind 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 requirements.*—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 this judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder and lawful agreements among operators regulating drilling and production, or both. After consultation the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment in triplicate, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to abandon all wells on the land to be surrendered in accordance with good operating practices prior to the surrender or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Records of materials and [illegible] 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 30 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than [illegible] needed for producing wells. Any materials, tools, equipment, machinery, structures, and appliances subject to [illegible] above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of [illegible] day period or such extension thereof as may be granted, [illegible] of adverse physical conditions [illegible] provided, That the lessee shall remove any or all of such property [illegible] so directed by the lessor.

Sec. 7. *Penalties on [illegible].*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, [illegible] default in the performance or observance of any of the terms hereof (except that of payment of annual rentals on or [illegible] the automatic termination of the lease) and such [illegible] continue for a period of 30 days after [illegible] thereof by the lessor this lease may [illegible] by the Secretary of the Interior in accordance with section 31 of the act, unless this lease covers lands known to contain valuable deposits of oil or gas, the lessee may be called upon [illegible] proceedings in the manner provided in section 31 of the act; but such provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor may otherwise have. Upon cancellation of this lease any [illegible] material, or equipment determined by the lessor [illegible] necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor [illegible] 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. *Officials not to benefit.*—It is also agreed that no Member of or Delegate to Congress, or Resident Commissioner after his election or appointment, 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 [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. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. [illegible], 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)

KINGS BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W 50873

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. ~~Martin, Williams & Judson-40%~~ *
Marshall & Winston, Inc. -40%
Mar-Win Development Co. -15%
William S. Marshall-5%
Box 874
Midland, Texas 79701

*Individually To:
William H. Martin - 13-1/3%
R. Ken Williams - 13-1/3%
Edward H. Judson - 13-1/3%

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

Township 31 North, Range 106 West

Sec. 27: $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Sec. 34: $E\frac{1}{2}$, $SW\frac{1}{4}$

containing 640 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.)* 2% 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 11th day of August, 19 75.

Mary Nan Spear
(Assignor's Signature)

Box 1684
(Assignor's Address)

Midland, Texas 79701
(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
151554

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED January 8 1976 9:00 A.M
IN BOOK 5 and L Lease PAGE 102
FEES $5.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective _____

By Lu Marilyn Benton
(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*

[redacted] [redacted] FOR CLAIMANT [redacted]

PART I

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1 Assignee is over 21 years of age

2 Assignee is a citizen of the United States

3 Assignee is [ ] Individual [ ] Association [ ] Partnership [ ] Corporation

4 Assignee is the sole party in interest of this assignment [ ] other parties to this assignment (attach statement)

5 Filing fee of $10 is attached [ ] Form 3000-2 is attached [ ] Bond is attached [ ] Bond is on file

6 Assignee's interests, direct and indirect, do not exceed 246,080 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

See Wyoming Misc. Serial #694

X

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 12 day of November , 1975

MARSHALL & WINSTON, INC.

President (Assignee's Signature)

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

P. O. Box 874
Midland, Texas 79701

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. Use of form — Use this form for assignment of record title interest in oil and gas leases. For filing of assignments of operating rights or sublease, see 43 CFR 3106.4. An assignment of record title may cover lands in one lease. If more than one assignment is made out of a lease, file a separate assignment of that for each assignment.

2. Filing and number of copies — File typewritten and manually signed copies in appropriate land office. A $10 nonrefundable filing fee must accompany each assignment. File assignment within 90 days from 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 no terms out of production are reserved by assignor, indicate on lease 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 lease. Assignee upon approval of assignment becomes lessee of the segregated tract as to the assigned interest and is responsible for complying with 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 clearly, 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 any shares 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 of 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 Texas }
COUNTY OF Midland } 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 August, 19 75, personally appeared Mary Nan Spear

and

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

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

My Commission Expires 6-1-77

Notary Public.

104

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

Mary Nan Spear
P. O. Box 1684
Midland, TX 79701

W 48820
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands leased 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 34 N, R 108 W, 6th Prin Mer
Sec 5: SW¼NE¼, W½SE¼
6: Lots 1, 3, 4, 5, SE¼NE¼
17: Lots 1, 2, 3, 4
20: Lots 1, 2
21: E½W½
28: W½W½
32: Lots 8, 9
T 34 N, R 109 W, 6th Prin Mer
Sec 15: SE¼
25: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, SW¼NW¼, W½SW¼

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

Containing a total of **1283.67** acres	Annual Rental . . . . . $ **642.00**

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

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

_____
(Title)

JAN 1 4 19__
(Date)

151555

RECORDED January 8 19 76 9:00 A M
IN BOOK 52 O & G Lease PAGE 124
FEES $5.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Canton

...nd so far as ...ticable possible, restore the surface of the leased land and ...ct as 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 ...areas and improvements thereon whether or not owned by the ...

...ssor American antiquities or other objects of historic or scientific ...interest including but not limited to fossil 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.

...(c) *Overriding royalties.*—Not to create overriding royalties ...in excess of five percent except as otherwise authorized by the ...regulations.

...(d) *Duties on termination.* ...to deliver up ...to the lessor in good order and condition the ...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 appurtenant 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 areas under existing law or laws hereafter enacted, insofar as such 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 or vested in the lessor under this paragraph shall also run to any vendee or assignee of the lessee 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 requirements.*—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 this 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 development 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., upon termination of lease.*—Upon the expiration of this lease, or its earlier termination thereof pursuant to the next 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 (buildings, tanks, 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 this 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 cancelation of this lease, any drilling, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well on the leased land shall become the property of the lessor. A waiver of any particular cause of cancelation and forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of cancelation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. ...—It is further ...agreed that such 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. ...ther agreed that ...no Member of or Delegate to Congress, Resident Commissioner after his election or appointment, 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

...Sec. ... The lessee may ... —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.—(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, at such times and in such tanks provided by the lessee as herein may be required by the lessor, but in no case shall 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. Royalty on the 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 determines 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 in his judgment the lease cannot be economically operated under the terms ...

...—It ... provided by the Secretary of the Interior to make rental, royalty, or other payments to the lessor at the office of the Bureau of Land Management at the places specified in the regulations (43 CFR 3101.2-1). 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 on which the proper office is closed, payment shall be deemed timely if made on the next official working day.

...—To ... 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 the gas, casinghead gasoline and other products produced from the leased land. Every such contract or other arrangement shall be construed as modifying any of the provisions of this lease including but not limited to provisions with respect to waste, taking royalty in kind, and the manner of determining royalties due as based on a reasonable valuation and in accordance with the Oil and Gas Operating Regulations.

...—Each ... such form as the lessor may prescribe, to furnish detailed statements showing the amounts and kind of all products ... and sold from the lease, the proceeds therefrom, and the ... used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a

...—To ... and ... and produce all wells necessary to protect the leased lands 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.

...—To ... the ... —To ... and ... and ... and

106

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-48820

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. ~~Martin, Williams & Judson-40%~~ *
Marshall & Winston, Inc. -40%
Mar-Win Development Co. -15%
William S. Marshall-5%
Box 874
Midland, Texas 79701

*Individually To:
William H. Martin - 13-1/3%
R. Ken Williams - 13-1/3%
Edward H. Judson - 13-1/3%

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

Township 34 North, Range 108 West
Sec. 5: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Sec. 6: Lots 1, 3, 4, 5, $SE\frac{1}{4}NE\frac{1}{4}$
Sec. 17: Lots 1, 2, 3, 4
Sec. 20: Lots 1, 2
Sec. 21: $E\frac{1}{2}W\frac{1}{2}$
Sec. 28: $W\frac{1}{2}W\frac{1}{2}$
~~Sec. 32: Lots 8, 9~~

Township 34 North, Range 109 West
Sec. 15: $SE\frac{1}{4}$
Sec. 25: Lots 1 thru 16, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$

containing 1283.67 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.)* 2 % 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 11th day of August, 1975.

(Assignor's Signature)
Howell Spear

Box 1684
(Assignor's Address)
Midland, Texas 79701

(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 151556

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective _____, 1975

RECORDED January 6, 1976 2:00 P.M.
IN BOOK 52 of Misc. PAGE 106
FEES $ 6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Linton

By _____
(Authorized Officer)

_____, 1975
(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*

[redacted] [redacted] [redacted]

PART I

ASSIGNMENT OF [illegible]

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 __ [illegible] X [illegible]

4 Assignee is the sole party in interest in this assignment. [illegible] other parties in this assignment must be furnished [illegible]

5 Filing fee of $10 is attached [illegible]

6 Assignee's interests, direct and indirect, do not exceed 246,080 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

See Wyoming Misc. Serial #694

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 **12** day of **November**, 19 **75**

MARSHALL & WINSTON, INC.

President (Assignee's Signature)

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

P. O. Box 874
Midland, Texas 79701

(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. [illegible] of licenses in the public lands or operating agreements or sublease. An assignment of record title may include lands in one lease. If more than one assignment is made out of a lease, file a separate instrument for each assignment.

2. *Filing and number of copies* – File [illegible] and manually signed copies in appropriate land office. A $10 nonrefundable filing fee must accompany assignment. File assignment within ninety days from 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 the 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, indicate in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a partially 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 [illegible] the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

1. If assignee is an association or partnership, assignee must furnish a [illegible] 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 to 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.
124 N. Center
Casper, Wyoming
Form 3106-5 (February 1971)

STATE OF **Texas** }
COUNTY OF **Midland** } 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 **August** 19 **75**, personally appeared **Howell Spear**

and **Mary Nan Spear, his wife**

to me known to be the identical person**s**, described in and who executed the within and foregoing instrument of writing and acknowledged to me that **they** 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 6-1-77

Notary Public.

108

Assignment of Oil and Gas Lease

WHEREAS, on the 22nd day of September 1975, a certain oil and gas mining lease was made and entered into by and between Anna Marie Case & R. R. Case, her husband; Paul S. Erroamouspe & Suzan Erramouspe, his wife; Grace V. Mossman & John Mossman, her husband; Sister Miriam Grace, a single woman, Lessor s

and C. A. Underwood, Lessee

covering the following described land in the County of Sublette and State of ~~Texas~~ Wyoming, to-wit:

Township 29 North, Range 106 West, 6th P.M.
Section 26: $SE\frac{1}{4}SE\frac{1}{4}$; Section 34: $SE\frac{1}{4}SE\frac{1}{4}$; Section 35: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

Township 28 North, Range 107 West, 6th P.M.
Section 6: $NW\frac{1}{4}SE\frac{1}{4}$

Township 28 North, Range 108 West, 6th P.M.
Section 14: $SW\frac{1}{4}SW\frac{1}{4}$

containing 440 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said County in book 52 page 25, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

C. A. Underwood

Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do es hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers ~~the~~ all the above described land,

151557

RECORDED January 8 19 76 9:00 A.M
IN BOOK 52 Oil Lease PAGE 108
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

together with all personal property used or obtained in connection therewith to Avance Oil & Gas Company, Inc. and heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, do es covenant with the said assignee, its ~~heirs~~, successors, or assigns, that he is

the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The undersigned owner and assignor ha s signed this instrument this 16th day of December, 1975

C. A. Underwood

C. A. Underwood

[redacted] SINGLE A[redacted]LEDGMENT [redacted]

THE STATE OF ~~TEXAS~~ COLORADO,
COUNTY OF DENVER

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December A. D. 19 75

(L. S.)

MY COMMISSION EXPIRES JUNE 13, 1977

Notary Public in and for Denver Colorado County, ~~Texas~~

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , wife of , known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, 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 the said 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 A. D. 19

(L. S.)

Notary Public in and for County, Texas

No. _____

Assignment of
Oil and Gas Lease

TO _____

Assignment of Oil and Gas Lease

WHEREAS, on the 22nd day of September 1975, a certain oil and gas mining lease was made and entered into by and between Ann Marie Case & R. R. Case, her husband; Paul S. Erramouspe & Suzan Erramouspe, his wife; Grace V. Mossman & John Mossman, her husband; Sister Miriam Grace, a single woman , Lessor s

and C. A. Underwood , Lessee

covering the following described land in the County of Sublette and State of ~~Texas~~ Wyoming, to-wit:

Township 28 North, Range 106 West, 6th P.M.

Section 4: Lots 2, 3 & 4; Section 5: Lot 1, $SE\frac{1}{4}SE\frac{1}{4}$; Section 8: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$; Section 17: $W\frac{1}{2}NW\frac{1}{4}$; Section 18: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$; Section 19: $NE\frac{1}{4}NW\frac{1}{4}$; Section 23: $SW\frac{1}{4}$; Section 26: $NW\frac{1}{4}NW\frac{1}{4}$

containing 977.9 acres, more or less

151558

RECORDED January 8, 19 76 9:02 A.M
IN BOOK 52 Oil & Gas Lease PAGE 110
FEES $5.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Said lease being recorded in the office of the County Clerk in and for said County in book 52 page 19 , and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

C. A. Underwood

Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers ~~this~~ all the above described land

together with all personal property used or obtained in connection therewith to Avance Oil & Gas Company, Inc. and its ~~heirs~~ successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, do es covenant with the said assignee, its ~~heirs~~, successors, or assigns, that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The undersigned owner and assignor has signed this instrument this 16th day of December , 1975

C. A. Underwood

[redacted] SINGLE A[redacted]LEDGMENT [redacted]

THE STATE OF ~~TEXAS~~ COLORADO }
COUNTY OF DENVER }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December A. D. 19 75

(L. S.)

MY COMMISSION EXPIRES JUNE 13, 1977

Notary Public in and for Denver County, ~~Texas~~ Colorado

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , wife of , known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

BEFORE ME, the undersigned, 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 the said 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 A. D. 19

(L. S.)

Notary Public in and for County, Texas

'65

No. _____

Assignment
Oil and Gas

TO

Assignment of Oil and Gas Lease

WHEREAS, on the 22nd day of September 19 75, a certain oil and gas mining lease was made and entered into by and between John B. Erramouspe & Wilma R. Erramouspe, his wife; Catherine Canestrini & Richard Canestrini, her husband; Joseph J. Erramouspe & Barbara Erramouspe, his wife; Bernadette Gosar & Anton Gosar, her husband; Marguerite Louise Sellyei & Joseph Sellyei, her husband, Lessors

and C. A. Underwood, Lessee

covering the following described land in the County of Sublette and ~~State~~ of Texas, to-wit: Oklahoma

Township 29 North, Range 106 West, 6th P.M.
Section 26: $SE\frac{1}{4}SE\frac{1}{4}$; Section 34: $SE\frac{1}{4}SE\frac{1}{4}$; Section 35: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

Township 28 North, Range 107 West, 6th P.M.
Section 6: $NW\frac{1}{4}SE\frac{1}{4}$

Townhsip 28 North, Range 108 West, 6th P.M.
Section 14: $SW\frac{1}{4}SW\frac{1}{4}$

concerning 440 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said County in book 52 page 22, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

C. A. Underwood

Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do es hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers ~~the~~ all the above described land,

151559

RECORDED January 2 19 76 9:50 A M
IN BOOK O & G Lease 52 PAGE 112
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Kenton

together with all personal property used or obtained in connection therewith to Avance Oil & Gas Company, Inc. and its ~~heirs~~, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, do es covenant with the said assignee, its ~~heirs~~ successors, or assigns, that He is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The undersigned owner and assignor has signed this instrument this 16th day of December, 19 75

C. A. Underwood

SINGLE [redacted] WLEDGMENT

THE STATE OF [redacted]COLORADO
TEXAS,
COUNTY OF DENVER

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December A. D. 19 75

(L. S.)

MY COMMISSION EXPIRES JUNE 13, 1977

Notary Public in and for Denver County, [redacted]Colorado
Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , wife of , known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, 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 the said 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 A. D. 19

(L. S.)

Notary Public in and for County, Texas

No. _____

Assignment of
Oil and Gas Lease

TO

TATLOCK'S, INC.
majestic 6-0[illegible] · AM 6-1881
denver 2, colorado

114

Mid-Continent Association Form
Form No. 151 B

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

151560

RECORDED Jan. 8 19 76 9:00 A.M.
IN BOOK 52 Oil Lease PAGE 114
FEES $3.75 Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

C. A. UNDERWOOD

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

AVANCE OIL & GAS COMPANY, INC.

(hereinafter called Assignee) all of the right, title and interest in and to the oil and gas lease dated September 22nd, 1975, from John B. Erramouspe & Wilma R. Erramouspe, his wife; Catherine Canestrini & Richard Canestrini, her husband; Joseph J. Erramouspe & Barbara Erramouspe, his wife; Bernadette Gosar & Anton Gosar, her husband; Marguerite Louise Sellyei & Joseph Sellyei, her husband, lessor s to C. A. Underwood, lessee, recorded in book 52, page 16 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 28 North - Range 106 West of the 6th P.M.
Section 4: Lots 2, 3 & 4;
Section 5: Lot 1, SE/4 SE/4;
Section 8: E/2 NE/4, SW/4 NE/4, N/2 SW/4, NW/4 SE/4, SW/4 SW/4;
Section 17: W/2 NW/4;
Section 18: SE/4 NE/4, W/2 SE/4, SE/4 SW/4;
Section 19: NE/4 NW/4;
Section 23: SW/4;
Section 26: NW/4 NW/4;

of Section ____ Township ____ Range ____ and containing 977.9 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 16th day of December, 19 75

C. A. Underwood
C. A. Underwood

STATE OF Colorado }
COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16th day of December, 19 75, personally appeared C. A. Underwood and ____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires MY COMMISSION EXPIRES JUNE 13, 1977

Notary Public

STATE OF ____ }
COUNTY OF ____ } ss. CORPORATION ACKNOWLEDGMENT

On this ____ day of ____ 19____ before me the undersigned, a Notary Public in and for said county, personally came ____

President of the ____
to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said ____, and that the Corporate seal of the said ____ was thereto affixed by its authority.

Witness my hand and Notarial Seal at ____ in said county the day and year last above written.

My commission expires ____

Notary Public

Producers 88 S[redacted]

OIL AN[redacted]S LEASE

[redacted]
[redacted], WYOMING

AGREEMENT, Made and entered into this 20th day of November, 1975 by and between

C K Land and Livestock Co., Inc. A Wyoming Corporation

Big Piney, Wyoming

hereinafter called lessor (whether one or more) and

Thomas F. Stroock
P.O. Box 2375, Casper, Wyoming 82601

of hereinafter called lessee:

WITNESSETH: That 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, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, and of erecting structures and removing the same, 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, roads, 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 said 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

Township 33 North, Range 112 West 6th P.M.
Section 20: S½S½
Section 21: SE¼NW¼, E½SW¼, SW¼SW¼, SE¼
Section 22: S½, SW¼SE¼
Section 27: N½NW¼
Section 28: N½N½
Section 29: N½N½

containing Seven (7) and 1,080.00 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 lessee 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 1st. National Bank of Pinedale Bank at Pinedale, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One-Thousand Eighty and no/100- - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

No part of the surface of 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 virture 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:
Carol Copeland
Carol Copeland, Secretary

C K Land and Livestock Co., Inc. (SEAL)
Emma Meeks (SEAL)
By: Emma Meeks, President (SEAL)

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

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

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

and .....

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

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

My Commission Expires.....

.....
Notary Public.

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

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 Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 2nd day of December, A. D. 1975, before me personally appeared Emma Meeks, to me personally known, who, being by me duly sworn, did say that he is the President of C K Land and Livestock Co., Inc A Wyoming Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Emma Meeks acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of December, A. D. 1975

(SEAL)

Joseph E. Pacheco - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 14, 1978

My Commission expires.....

Joseph E Pacheco
Notary Public.

15572
No.....

FROM

TO

Dated.....
No. Acres.....
County.....

This instrument was filed for record on the 9th day of January 1976, at 9:00 o'clock A M., and duly recorded in Volume 52 of Lease Page 115

of the records of this office. Fee $ 4.75

Ava J. Lake
County Clerk.

Marilyn Clendon
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The undersigned, W. H. BROWN, whose address is 512 Petroleum Building, Casper, Wyoming, 82601, as assignor, does hereby sell, assign, transfer, and set over to RAYMOND CHORNEY, whose address is 401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80203, one-half of his overriding royalty interest in the oil and gas lease hereinafter described as to the lands herein described, the specific percentage being stated below.

The oil and gas lease with respect to which this assignment of overriding royalty is made is identified as a lease issued by The State of Wyoming 66-16648 dated November 2, 1966, which covers the following described lands insofar as this assignment is concerned:

State of Wyoming, County of Sublette
Township 32 North, Range 114 West, 6th P.M.
Section 36: S½

151587

RECORDED January 12, 1976 9:00 A.M
IN BOOK 5 2 0 & D Lease PAGE 117
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

The aggregate overriding royalty interest of assignor prior to making this assignment is Four percent of all of the oil, gas and other hydrocarbon substances which may be produced, saved and sold from the above described lands pursuant to said lease and all extensions and renewals thereof. The total amount of overriding royalty herein assigned to the assignee is one-half of said amount, being Two percent of such oil and gas produced, saved and sold as aforesaid. This assignment is subject to any applicable unit agreement, communitization agreement, operating agreement, the terms of said lease or leases, and all intervening assignments, this assignment being made without warranties of title, express or implied.

This assignment shall be binding upon the undersigned, as assignor, and the person to whom the assignment is made, as assignee, and their respective heirs, personal representatives, successors and assigns.

Dated and signed this 18th day of November, 1975.

W. H. Brown
Assignor

STATE OF WYOMING)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W. H. BROWN this 18th day of November, 1975.

Witness my hand and official seal.

My commission expires: May 23, 1978

Mary E. Clement
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The undersigned, W. H. BROWN, whose address is 512 Petroleum Building, Casper, Wyoming, 82601, as assignor, does hereby sell, assign, transfer, and set over to RAYMOND CHORNEY, whose address is 401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80203, one-half of his overriding royalty interest in the oil and gas lease hereinafter described as to the lands herein described, the specific percentage being stated below.

The oil and gas lease with respect to which this assignment of overriding royalty is made is identified as a lease issued by The State of Wyoming 66-16648-A dated November 2, 1966, which covers the following described lands insofar as this assignment is concerned:

State of Wyoming, County of Sublette
Township 32 North, Range 114 West, 6th P.M.
Section 12: S½NW¼, NW¼SW¼, Lot 3
Section 36: N½

15.588

RECORDED January 12 19 76 9:00 A M
IN BOOK 52 O & G Leases PAGE 17
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

The aggregate overriding royalty interest of assignor prior to making this assignment is Three and One-Half percent of all of the oil, gas and other hydrocarbon substances which may be produced, saved and sold from the above described lands pursuant to said lease and all extensions and renewals thereof. The total amount of overriding royalty herein assigned to the assignee is one-half of said amount, being One and Three-Quarters percent of such oil and gas produced, saved and sold as aforesaid. This assignment is subject to any applicable unit agreement, communitization agreement, operating agreement, the terms of said lease or leases, and all intervening assignments, this assignment being made without warranties of title, express or implied.

This assignment shall be binding upon the undersigned, as assignor, and the person to whom the assignment is made, as assignee, and their respective heirs, personal representatives, successors and assigns.

Dated and signed this 18th day of November, 1975.

W. H. Brown
Assignor

STATE OF WYOMING)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W. H. BROWN this 18th day of November, 1975.

Witness my hand and official seal.

My commis[redacted] expires: May 23, 1978

Mary L. Calvert
[redacted] Notary Public

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name: Howell Spear
Street: P. O. Box 1684
City: Midland
State: TX
Zip Code: 79701

W 38387
(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: #291 State: Wyoming County: Sublette

T 29 N, R 114 W, 6th Prin Mer, WY

Sec 4: Lot 4, S½NE¼, SW¼NW¼, S½

Sec 5: Lots 1, 2, 3, S½N½, S½

151589

RECORDED January 12 19 76 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 119
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by marilyn Benton

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

Containing a total of	1000.90	acres	Annual Rental . . . . . $ 500.50

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: April 1, 1973

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

March 22, 1973
(Date)

612848

For Claimant

No. 464-9032

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

SEE INSTRUCTIONS ON REVERSE

3. Parcel Number 291

38887

4. State Wyo.

Undersigned hereby offers to lease for oil and gas all or any portion of the above-described parcel of land which may be available for noncompetitive leasing and certifies that this (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in all oil and gas offers to lease, leases, and options do not exceed the limitations prescribed by the Mineral Leasing Act of February 25, 1920, as amended; and (3) no other person has any interest in this offer and the lease if issued, or if any other person has an interest, that the names and addresses of all other interested parties are set forth in accordance with the regulations. The undersigned agrees that the successful drawee of this parcel will be required to execute Form 3120-1 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel in the event that a lease is issued by the Bureau of Land Management as a result of this offer.

5. [signature] Jan. 18, 1973
(Signature of Applicant) (Date)

6. HOWELL SPEAR
P.O. Box [illegible]
MIDLAND, TEXAS 79701 (Address, include zip code)

DO NOT DETACH

Form 3106-5
(September 1970)
(formerly 3120-13)

Kimzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42-R1599

Serial No.
W 38887

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Chorney Oil Company - an undivided
Box 144 50% interest
Casper, Wyoming 82601

1.

Pacific Transmission Supply Company
245 Market Street
San Francisco, California 94105 - an undivided 50 % interest

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *date*, 4-1-73, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T29N, R 114 W, 6th PM
Sec. 4: Lot 4, $S\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$
Sec. 5: Lots 1, 2, 3, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$

containing 1000.90 acres

151590

LAND OFFICE USE ONLY
New Serial No.

RECORDED January 12 19 74 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 121
FEES $ 4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 100%

4. What part of the record title interest is being retained? none

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 4%
b. What overriding royalties or production payments, if any, were previously reserved? *(Percentage only)* none

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 73

Howell Spear
(Assignor's Signature)
Howell Spear

P.O. Box 1684
(Assignor's Address)
Midland, Texas 79701
(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 1973

By _____
(Authorized Officer)

121 _____ JUN 3 1973
(Title) (Date)

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

PART

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? Yes No

b. Is the assignee a corporation or other legal entity? Yes No

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

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

3. Is the filing fee of $10 attached? Yes *(See General Instructions, Item 3*

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

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

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

Executed this day of , 19

with acknowledgment added

Assignee's Signature

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

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 creating or reserving royalty interests, operating agreements, or subleases.* Where more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment. An assignment of record title may only cover lands in one lease.

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

Items not specified are self-explanatory

PART I

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

PART II

1. *Qualifications of assignee*

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

b) If assignee is an unincorporated association or a partnership, assignment must be accompanied by a statement showing the same showing as to citizenship and residence of its members as is required of an individual.

c) If assignee is a corporation, it must furnish a statement showing the following information: (1) State in which incorporated, (2) that it is authorized to hold oil and gas leases, (3) that officer executing the assignment is authorized to do so on behalf of the corporation, and (4) date it was admitted to doing business and percentage of its stock owned by aliens. If the assignee is not the record title owner of the lease, or if the assignment is executed by or on behalf of any one pursuant to a power of attorney, a duly certified copy of such power of attorney must be furnished unless evidence of the same is already on file in the proper land office. If assignee's citizenship has previously been furnished, reference to serial number of case in which it was filed together with a statement that all statements in such prior instrument are true as of the date of assignment, will be sufficient. In case of change of name of assignee, there must be full compliance with the regulations of 43 CFR 3106.

2. *Statement of interests* — Assignee must indicate whether he is the sole party in interest in the assignment. If assignee does not own all of the interest assigned, he must submit a statement giving the names of other interested parties, if there are other parties interested in the assignment. Acceptable statement must be signed by each and its terms given the fullest extent. File in triplicate if each has signed assignment, otherwise in duplicate, and a copy of agreement, if any. All interested parties must furnish a statement of their qualifications to hold such lease interests. Separate statements and agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Form 3106-5

U.S. GOVERNMENT PRINTING OFFICE: 1966 O-211-555

STATE OF Texas }
COUNTY OF Midland } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 2nd day of April, 1973, personally appeared Howell Spear

and

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

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

My Commission Expires June 1, 1973

Notary Public.

[redacted] [redacted] COMPANY [redacted]

Form 3106–5
Facsimile Reproduction
Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
WYOMING 33537

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

JOHN R. GROCH, JR.
Box 1235
Casper, Wyoming 82601

1.

The undersigned, as owner of 50% 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 29 North, Range 114 West 6 P.M.
Section 4: Lot 4, S½N½, S½
Section 5: Lots 1,2,3, S½N½, S½

Containing 1000.90 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)* 50%

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)* 4%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 December, 19 74.

CHORNEY OIL COMPANY

(Assignor's Signature)

Raymond Chorney, President

ATTEST:

CHORNEY OIL COMPANY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80203
I. D. # 83-0203704
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA 151591

Assignment approved as to the lands described below:

RECORDED January 12 19 75 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 123
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

Assignment approved effective _____ By _____
(Authorized Officer)

612849 123
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [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 27th day of February, 19 75

(Assignee's Signature)

John R. Groom, Jr.
Box 1255
Casper, Wyoming 82601

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. **Use of form** — Use only for assignment of record title interest in oil and gas leases. **Do not use for assignments of working or royalty interests, operating agreements, or subleases.** 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 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 COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

Raymond Chorney, President - CHORNEY OIL COMPANY

this 27th day of February, 1974.

Witness my hand and official seal.

My commission expires: 10-24-77

Notary Public

[redacted] [redacted] [redacted]

Form 3106–5
Facsimile Reproduction
Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
WYOMING 38337

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

151592

AMODO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

RECORDED January 12 19 76 9:00 A.M.
IN BOOK 52 x G Lease PAGE 125
FEES $ 6.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

The undersigned, as owner of 50% percent of record title of the above-designated oil and gas lease issued effective (date) April 1, 1973, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101 2–3)

Township 29 North, Range 114 West 6 P.M.
Section 4: Lot 4, S½NE¼, SW¼NW¼, S½
Section 5: Lots 1,2,3, S½N½, S½

Containing 1000.90 acres, more or less
Sublette County, Wyoming

What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

What part of the record title interest is being retained by assignor(s)? None

What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions: specify percentage.) One Percent of Eight-Eighths (1% of 8/8ths) Reduced proportionately to the working interest assigned.

What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 4%

agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, h, when added to overriding royalties or payments out of production previously created and to the royalty payable e United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per per day averaged on the monthly basis is 15 barrels or less.

ERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief are made in good faith.

cuted this 27th day of February, 19 75.

John R. Groom
(Assignor's Signature)

Box 1255
(Assignor's Address)

ohn R. Groom, Jr.

.S. No. 447-05-6942

Casper, Wyoming 82601
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

RECORDED ____ PAGE ____
IN BOOK ____ COUNTY CLERK
FEES $ ____
SUBLETTE COUNTY, PINEDALE, WYOMING

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JAN 1 1975

By _____
(Authorized Officer)

Chief, Oil & Gas Section

6128-49 125 (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 CARBON

Attached to and made a part of assignment dated 27th day of February 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 Sixty (60) 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 N. F. Taylor, Box 1255, Casper, Wyoming 82601

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 _____

RECORDED 19 M

[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 its 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

If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that 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 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 Wyoming)

COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by John R. Groom, Jr.

this 27th day of December, 1974.

Witness my hand and official seal.

Notary Public

My Commission Expires Oct. 15, 1976

My commission expires

My Commission Expires

Notary Public

127

AMOCO PRODUCTION COMPANY
SECURITY LIFE BUILDING
DENVER, COLORADO 80202

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 Aspen Ridge Unit Area, County of Sublette, 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 December 16, 1975

Area Oil and Gas Supervisor
United States Geological Survey

Contract Number 14-08-0001-14326

151593

RECORDED January 12 1976 9:00 A.M
IN BOOK 52 Oil & Lease PAGE 128
FEES $ 10.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Kenton

Appd.

U. S. GEOLOGICAL SURVEY
RECEIVED
DEC 11 1975
CASPER, WYOMING

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

ASPEN RIDGE UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

No._____

THIS AGREEMENT, entered into as of the 28 day of NOVEMBER, 1975, 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. Sec. 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 ASPEN 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 9,261.72 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 extent 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

[redacted] [redacted] [redacted]

of oil and gas interests in all lands in the unit area. However, nothing herein or in said schedules or exhibits 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 schedules and exhibits 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 land (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 five-year period shall become participating in the same manner as during said five-year period. However, when such diligent drilling operations cease, all non-participating lands shall be automatically eliminated effective as of the 91st day thereafter. The unit operator shall within 90 days after the effective date of 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 non-participating unitized lands and the owners of 60% of the basic royalty interests (exclusive of the basic royalty interests of the

United States) in non-participating 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. [illegible] Whenever the Unit [illegible]
his or its resignation as Unit Operator shall [illegible]

provided, or in case of Unit Operator is negotiated by working interest owners of the spacing pattern or area according to their respective acreage interests in such participating area, or until a successor Unit Operator has been established, as hereinafter provided, then shall have been established, the owners of the working interests according to their respective acreage interests in the unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 percent of the working interests qualified to vote are owned by one party to this agreement, a majority 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 purpose 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 900 feet below the top of the Frontier 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 12,000 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 formation 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 reasonably 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. RATES OF PRODUCTION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter

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 lands 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 unavoidable loss or recycling 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 such 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 that 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 obtains 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 deduction of [illegible] as lawful gas loss for any gas so introduced from any other source into the [illegible] and with appropriate deduction for loss from any cause, may be withdrawn [illegible]

formation land which the gas is attributed, 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 regulation; 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.

15. 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.

16. 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.

17. 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.

18. 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 non-unitized 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 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 heretofore 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 hereof 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.

28. 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.

29. 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. BUREAU OF LAND MANAGEMENT LANDS. Nothing in this unit agreement shall modify the special Federal-Lease stipulations applicable to lands under the jurisdiction of the Bureau of Land Management.

32. STATE LAND PROVISIONS. Certain of the unitized land is public land 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 Title 36, Section 36-74, Wyoming Statutes, 1957, it is agreed that there shall be filed with the Commissioner of Public Lands of said State:

(a) Two copies of the complete unit agreement and two copies of any revised Exhibits "A" and "B" concurrently with the filing thereof with the Supervisor, pursuant to Section 2 hereof.

(b) Two copies of any notice of the proposed expansion or contraction of the unit area required to be delivered to the Supervisor pursuant to Section 2 (b) hereof.

(c) Two copies of any unit operating agreement executed pursuant to Section 7 hereof.

(d) Two copies of any schedule of proposed participating area submitted for approval under Section 11, concurrently with its submission to the Supervisor. The Commissioner, or his authorized representative, shall have a period of fifteen days from receipt of said schedule within which to file with the Supervisor any objection thereto, together with any recommendation for revision thereof. If such objection or recommendation is not concurred by Unit Operator and the Supervisor prior to reconsideration of the schedule by the Supervisor for final approval, the Supervisor shall approve or disapprove the schedule after giving due consideration to the objections and recommendations filed by the Commissioner or his representative.

(e) Two copies of any proposed plan of development or modification thereof, which is filed with the Supervisor under Section 10 hereof.

(f) Two copies of all instruments of subsequent joinder executed under Section 28 hereof.

It is further agreed that:

(1) All valid, pertinent and reasonable regulations hereafter issued governing drilling and producing operations on non-Federal lands which are not inconsistent with the terms hereof or with the laws of the State of Wyoming are hereby accepted 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 obligations to pay rentals and royalties 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 shall be withheld, but such funds shall be deposited as directed by the Commissioner of Public Lands 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.

Each party to this agreement, holding any lease or leases of public lands 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 the lands covered thereby, agrees that said Board of Land Commissioners may, and by its approval hereof does hereby alter, change, modify or revoke the drilling, producing 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. Such parties and said Board further agree that, except as otherwise expressly provided in this agreement, no such lease shall be deemed to terminate or expire so long as it shall remain committed hereto. Notwithstanding anything to the contrary in Section 18 hereof contained should any of the public lands of the State of Wyoming outside of a participating area established hereunder cease to be committed to this agreement, such lands shall thereafter be free from the effect of this agreement unless and until such lands are expressly recommitted to this agreement pursuant to Section 23 hereof, with the approval of the Board of Land Commissioners.

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

DATE December 5, 1975 By Paul Messinger
Paul Messinger Attorney in Fact

Address:
1100 Metrobank Bldg.
475 - 17th Street
Denver, Colorado 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Paul Messinger as Attorney in Fact of Davis Oil Company, this 5th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
Feb 26 1978

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 20, 1975, 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 instrument.

This ratification and joinder shall be effective as to the undersigned's interests 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 any lands within the unit area 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 December, 1975.

SOHIO PETROLEUM COMPANY

By: C. E. Storm Jr.
C. E. Storm, Jr.
Agent and Attorney in Fact
Address: 1100 Penn Tower
Oklahoma City, Oklahoma 73118

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by C. E. STORM, JR., as Agent and Attorney in Fact of SOHIO PETROLEUM COMPANY.

WITNESS my hand and official seal.

My Commission Expires:
April 24, 1979

Lynda Brooks
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 instrument.

This ratification and joinder shall be effective as to the undersigned's interests 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 any lands within the unit area 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 3rd day of December, 1975.

ATTEST:

Charles E. Reny
Assistant Secretary

AUSTRAL OIL COMPANY INCORPORATED

Frank A. Scruggs, Vice President
Address: 2700 Exxon Building
Houston, Texas 77002

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by Frank A. Scruggs, as Vice President of Austral Oil Company Incorporated.

WITNESS my hand and official seal.

My Commission Expires:

June 1, 1977

Regina E Gustavus
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 instrument.

This ratification and joinder shall be effective as to the undersigned's interests 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 any lands within the unit area 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 3 day of DECEMBER, 1975.

PENNZOIL COMPANY

Rex H. Richardson

APPROVED	
LAND	
EXPL.	
PROD.	

Rex H. Richardson
Attorney-in-Fact
P. O. DRAWER 1139
DENVER, COLO. 80201

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by REX H. RICHARDSON, as ATTORNEY-IN-FACT of PENNZOIL COMPANY.

WITNESS my hand and official seal.

My Commission Expires:

NOVEMBER 2, 1977

Rita R. Serfass
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

1-5

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 instrument.

This ratification and joinder shall be effective as to the undersigned's interests 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 any lands within the unit area 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 2nd day of December, 1975.

SOUTHLAND ROYALTY COMPANY

By: John C. Harvey
JOHN C. HARVEY Vice President
Address: SOUTHLAND ROYALTY COMPANY
1600 FIRST NATIONAL BUILDING
FORT WORTH, TEXAS 76102
Attention: Land Department

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me by JOHN C. HARVEY, as Vice President of SOUTHLAND ROYALTY COMPANY.

WITNESS my hand and official seal.

My Commission Expires:
November 6, 1977

Nancy J. Pace
Notary Public
NANCY J. PACE, Notary Public
in and for Tarrant County, Texas
My commission expires November 6, 1977.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 instrument.

This ratification and joinder shall be effective as to the undersigned's interests 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 any lands within the unit area 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 10th day of December, 1975.

Tract # 14

F. J. Bradshaw

Address: 337 Pierpont Avenue

Salt Lake City, Utah 84101

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by F. J. Bradshaw.

10th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

3-1-79

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 instrument.

This ratification and joinder shall be effective as to the undersigned's interests 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 any lands within the unit area 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 17 day of Dec., 1975.

MAXINE E. PARKER, sole devisee under the Will of Norman L. Parker

Maxine E Parker

Address: 2570 Bell Court

Lakewood, Colorado 80215

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by MAXINE E. PARKER, sole devisee under the Will of Norman L. Parker.

WITNESS my hand and official seal.

My Commission Expires:
My Commission expires August 13, 1978

Miriam C. Bates
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

R 113 W

T 32 N

T 32 N

NORMAN L. PARKER
9-30-79
W-21038

DAVIS OIL CO
8-25-82
FEE

DAVIS OIL CO
8-27-82

DEPCO, INC.
1-31-77

DEPCO, INC.
12-31-78

DEPCO, INC.
12-31-75

DAVIS OIL CO., et al
5-31-82

F.J. BRADSHAW
2-1-83

DEPCO, INC
1-1-79

DAVIS OIL CO, et al
5-31-82

DEPCO, INC.
12-31-78

DEPCO, INC.
12-31-75

DAVIS OIL CO
8-27-82

DEPCO, INC.
12-31-75

DAVIS OIL CO
8-27-82

DEPCO, INC.
12-31-75

8 (535.20) FEE

9 (527.60)

10 (518.92)

20

21

22

W-3801

W-16814

W-34971

W-032 1454

73-18636

69-2907

T 32 N

20

17

21

1

DEPCO, INC. 12-31-75

1

FEE

FEE

W-0321454

22

W-0321457

T 32 N

DEPCO, INC. 12-31-75

3

W-0321456

29

DEPCO, INC. 1-31-76

2

W-03214 55

DEPCO, INC. 12-31-75

1

28

W-0321454

AUSTRAL OIL COMPANY, INC. 10-31-77

6

DAVIS OIL CO., et al 8-31-83

11

W-40983

27

DEPCO, INC. 12-31-75

4

32

W-0321457

PENNZOIL CO. 2-28-82

9

33

W-33556

9

34

6

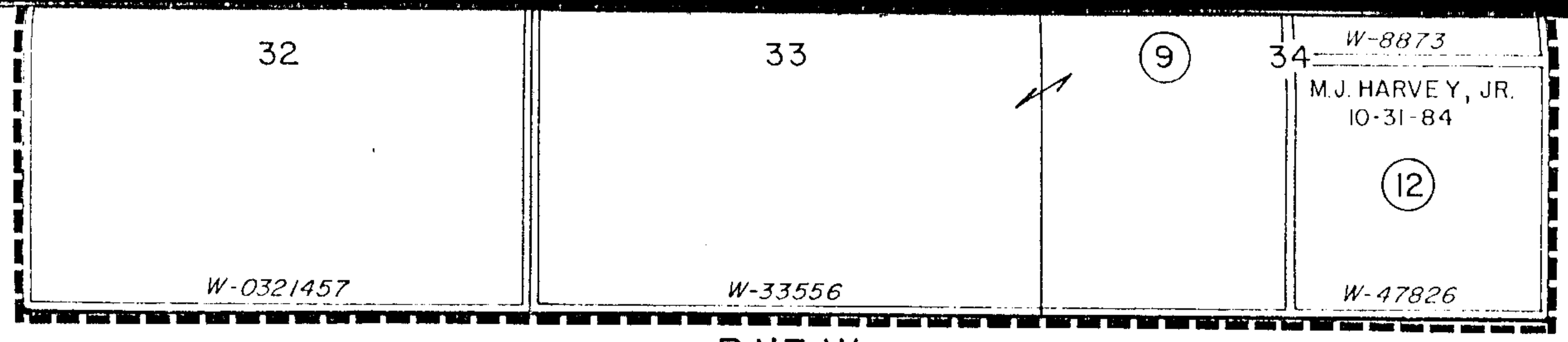
W-8873

M.J. HARVEY, JR. 10-31-84

12

W-47826

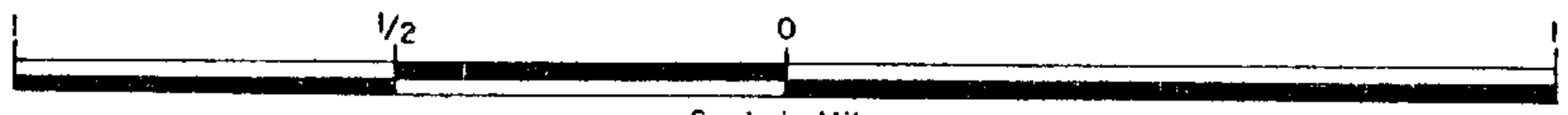
150



R113 W

151

		Acres	Percentage
	FEDERAL LAND	7061.82	76.25 %
	STATE LAND	640.00	6.91 %
	FEE LAND	1559.90	16.84 %
	TOTAL	9261.72	100.00%
(5)	TRACT NUMBER		
	UNIT OUTLINE		



Scale in Miles

NOTE: Unless otherwise indicated the various sections on this plat contain 640.00 acres.

DAVIS OIL COMPANY
1100 METRO BANK BUILDING
DENVER, COLORADO 80202

ASPEN RIDGE UNIT

SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
ASPEN RIDGE UNIT AREA
SUBLETTE COUNTY, WYOMING

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
FEDERAL LANDS:							
1	T32N, R113W, 6th P.M. Sec. 9: $E\frac{1}{2}SE\frac{1}{4}$ Sec. 20: $NW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}SE\frac{1}{4}$ Sec. 21: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Sec. 28: All	1,520.00	W-0321454 12-31-75	U.S.A. - All	Depco, Inc. 100%	C. B. Woodman, Jr. 1.5% Joyce Wolf $\frac{1}{2}$ of 1% Marvin Wolf 2% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	Depco, Inc. 50.0% Davis Oil Company 25.0% Sohio Petroleum Company 12.5% *Southland Royalty Company 12.5%
2	T32N, R113W, 6th P.M. Sec. 29: $S\frac{1}{2}$	320.00	W-0321455 1-31-76	U.S.A. - All	Depco, Inc. 100%	Elaine Wolf 4% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	Depco, Inc. 50.0% Davis Oil Company 25.0% Sohio Petroleum Company 12.5% *Southland Royalty Company 12.5%

3	T32N, R113W, 6th P.M. Sec. 29: N½	320.00	W-0321456 12-31-75	U.S.A. - All	Depco, Inc.	100%	Melvin Wolf 4% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	From the earth's surface down to a depth of 5,100 feet or the stratigraphi equivalent of the For Union Sand (as found Smith Drilling Company No. 1 Fear Ranch Unit Well in the SW¼SW¼, Sec. 13, T32N, R113W of the 6th P.M.): Depco, Inc. 50.0% Davis Oil Company 25.0% Sohio Petroleum Company 12.5% *Southland Royalty Company 12.5% As to all other depths: Davis Oil Company 50% Depco, Inc. 50
4	T32N, R113W, 6th P.M. Sec. 22: All Sec. 32: All	1,280.00	W-0321457 12-31-75	U.S.A. - All	Depco, Inc.	100%	Melvin Wolf 4% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	Depco, Inc. 50.0% Davis Oil Company 25.0% Sohio Petroleum Compan 12.5% *Southland Royalty Company 12.5%
5	T32N, R113W, 6th P.M. Sec. 9: Lots 1, 2, S½NE¼, SW¼SW¼, E½SW¼, W½SE¼ Sec. 17: E½, SW¼	782.90	W-3801 1-31-77	U.S.A. - All	Depco, Inc.	100%	International Nuclear Corp. 3% Marvin Wolf 1% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	Depco, Inc. 50.0 Davis Oil Company 25.0 Sohio Petroleum Company 12.5% *Southland Royalty Company 12.5%

153

6	T32N, R113W, 6th P.M. Sec. 27: $E\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$ Sec. 34: $NE\frac{1}{4}$	720.00	W-8873 10-31-77	U.S.A. - All	Austral Oil Co., Inc. 100%	From the earth's surface down to a depth of 5,100 feet or the stratigraphic equivalent of the Fort Union Sand (as found in Smith Drilling Company No. 1 Fear Ranch Unit Well in the $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 13, T32N, R113W of the 6th P.M.): Paul Messinger .25% Marlis E. Smith .25% John W. Buffington .25% As to all depths: Rocky Mountain Oil Company 3%	From the earth's surface down to a depth of 5,100 feet or the stratigraphic equivalent of the Fort Union Sand (as found in Smith Drilling Company No. 1 Fear Ranch Unit Well in the $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 13, T32N, R113W of the 6th P.M.): Austral Oil Co. 50% Depco, Inc. 25% Davis Oil Co. 12. Sohio Petroleum Company 6.25% *Southland Royalty Company 6.25% As to all other depths: Austral Oil Co. 100%
7	T32N, R113W, 6th P.M. Sec. 8: $SE\frac{1}{4}SE\frac{1}{4}$ Sec. 10: Lot 4, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$ Sec. 15: $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	290.68	W-16814 12-31-78	U.S.A. - All	Depco, Inc. 100%	International Nuclear Corp. 3% M. A. Williams $\frac{1}{2}$ of 1% Melvin Wolf $\frac{1}{2}$ of 1% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	Depco, Inc. 50.0% Davis Oil Company 25.0% Sohio Petroleum Company 12.5% *Southland Royalty Company 12.5%
8	T32N, R113W, 6th P.M. Sec. 10: Lots 1, 2, 3	28.24	W-21038 9-30-79	U.S.A. - All	Maxine E. Parker, sole devisee under the will of Norman L. Parker, deceased 100%	None	Maxine E. Parker, sole devisee under the will of Norman L. Parker, deceased 100%

9	T32N, R113W, 6th P.M. Sec. 33: All Sec. 34: W½	960.00	W-33556 2-28-82	U.S.A. - All	Pennzoil Co.	100%	None		Pennzoil Co.	100%
10	T32N, R113W, 6th P.M. Sec. 10: S½NE¼, SE¼NW¼, E½SW¼, N½SE¼ Sec. 15: NE¼NE¼, S½NE¼, NW¼NW¼, SE¼	600.00	W-34971 5-31-82	U.S.A. - All	Davis Oil Co. Depco, Inc.	50% 50%	Paul A. Conley 4% Paul Messinger .675% Marlis E. Smith .45% John W. Buffington .375%		Davis Oil Co. Depco, Inc. Sohio Petroleum Company	37.5% 50.0% 12.5%
11	T32N, R113W, 6th P.M. Sec. 27: W½NE¼	80.00	W-40983 8-31-83	U.S.A. - All	Davis Oil Co. 37.5% Depco, Inc. 50% * Southland Royalty Company 12.5%		A. W. Rutter, Jr. 5% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .5%		Davis Oil Co. Depco, Inc. Sohio Petroleum Company *Southland Royalty Company	25.0% 50.0% 12.5% 12.5%
12	T32N, R113W, 6th P.M. Sec. 34: SE¼	160.00	W-47826 10-31-84	U.S.A. - All	M. J. Harvey, Jr.	100%	None		M. J. Harvey, Jr.	100%

12 FEDERAL TRACTS TOTALING 7,061.82 ACRES OR 76.25 % OF THE UNIT AREA

STATE LANDS:

13	T32N, R113W, 6th P.M. Sec. 16: S½	320.00	69-2907 1-1-79	State of Wyoming All	Depco, Inc.	100%	Inexco Oil Co. 3% Marvin Wolf 1% Paul Messinger .5% Marlis E. Smith .5% John W. Buffington .25%	Depco, Inc. Davis Oil Company Sohio Petroleum Company *Southland Royalty Company	50.0% 25.0% 12.5% 12.5%
14	T32N, R113W, 6th P.M. Sec. 16: N½	320.00	73-18636 2-1-83	State of Wyoming All	F. J. Bradshaw	100%	None	F. J. Bradshaw	100%

2 STATE TRACTS TOTALING 640.00 ACRES OR 6.91% OF THE UNIT AREA

FEE LANDS:

15	T32N, R113W, 6th P.M. Sec. 8: Lots 3, 4, SW¼NW¼, S½SW¼, W½SE¼ Sec. 17: NW¼	388.60	8-25-82	James F. Mickelson and Mae E. Mickelson (H&W) All	Davis Oil Co.	100%	F. H. Merback ½ of 1% Cliff Development Limited 4.5%	Davis Oil Co.	100%

16	T32N, R113W, 6th P.M. Sec. 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼ Sec. 9: Lots 3, 4, S½NW¼, NW¼SW¼	411.30	8-27-82	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust 50% Daniel H. Budd and Ada S. Budd, his wife 50%	Davis Oil Co. Unleased	100%	F.H. Merback ½ of 1% Cliff Development Limited 4.5% None	Davis Oil Co. Unleased	100%
17	T32N, R113W, 6th P.M. Sec. 10: S½SE¼ Sec. 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼ Sec. 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼ Sec. 21: NW¼NE¼, NW¼, NW¼SW¼	760.00	8-27-82	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust and Patrick Johnson & Corinne Johnson, his wife All	Davis Oil Co.	100%	F.H. Merback .5% Cliff Development Limited 4.5%	Davis Oil Co.	100%

157

3 FEE TRACTS TOTALING 1,559.90 ACRES OR 16.84% OF THE UNIT AREA

17 TRACTS TOTALING 9,261.72 ACRES

*Assignments from Davis Oil Company to Southland Royalty Company pending

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 December, 1975.

Joyce Wolf

Address: P.O. Box 2002

Denver, Colorado 80201

TRACT(s) 1

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by Joyce Wolf.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

November 5, 1979

S. Mardell Davis
Notary Public S. Mardell Davis

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 December, 1975.

Marvin Wolf

Address: P.O. Box 1715

Denver, Colorado 80201

TRACT(s) 1, 5, 13

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by Marvin Wolf.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

November 5, 1979

Notary Public S. Mardell Davis

2

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 25, 1975, 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 interests 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 December, 1975.

Paul Messinger

Address: 6712 Lakecliff Way

Parker, Colorado 80134

TRACT(s) 1,2,3,4,5,6,7,10,11&13

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

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 by Paul Messinger.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

May 23, 1978

Patricia Graul
Notary Public

3

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 December, 1975.

Marlis E. Smith

Address: 2 Carriage Lane
Littleton, Colorado 80121

TRACT(s) 1,2,3,4,5,6,7,10,11&13

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

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 by Marlis E. Smith.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

April 8, 1978

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 December, 1975.

John W. Buffington

Address: 12337 West Mexico Place
Denver, Colorado 80228

TRACT(s) 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

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 by John W. Buffington.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
April 8, 1978

Joan L. Pittman
Notary Public

5

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 interests 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 December, 1975.

Elaine Wolf

Elaine Wolf

Address: 311 South Magnolia Street

Denver, Colorado 80224

TRACT(s) 2

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by Elaine Wolf.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

November 5, 1979

S. Maedell Davis
Notary Public S. MAEDELL DAVIS

6

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 December, 1975.

Melvin Wolf

Address: 311 South Magnolia Street

Denver, Colorado 80224

TRACT(s) 3, 4, 7

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by Melvin Wolf.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

November 5, 1979

S. Mardell Davis
Notary Public S. Mardell Davis

7

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 9th day of December, 1975.

Alan C. F. Dille' V-P

Rocky Mountain Oil Company

Address: 636 Petroleum Club Building
Denver, Colorado 80202

TRACT(s) 6

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by _____ Alan C. F. Dille', as Vice-President of Rocky Mountain Oil Company.

9th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

July 24,1977

Susan K. Lovick
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

_____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

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 Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 interests 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 December, 1975.

A. W. Rutter, Jr.

Address: P.O. Box 3186

Midland, Texas 79701

TRACT(s) #11

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Midland)

The foregoing instrument was acknowledged before me by A. W. Rutter, Jr.

1st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

6/1/77

Sara J. Laughlin
Notary Public

167

Producers 88 — Rocky Mountain

OIL & GAS LEASE

Kintzel Blue Print Co.
Box 741
Casper, Wyoming

THIS AGREEMENT, made and entered into this 28th day of October, 19 75 by and between

Vernon M. Johnson, a single man, of Big Piney, Wyoming 83113

of

hereinafter called lessor (whether one or more) and Dick V. Welch, 10633 Sperry Street, Denver, Colorado 80234 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of $_____ cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and sub-surface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North - Range 114 West, 6th P.M.
Section 3: $NE\frac{1}{4}SE\frac{1}{4}$

of section X Township X Range X and containing 40.00 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, or gas of whatsoever nature or kind, or either of them is produced from said land 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 or from said land, but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

1st. To deliver to the credit of lessor, free of cost in the pipeline 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 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, said payments to be made monthly.

3rd. Lessor shall have fuel gas free of cost from any well producing fuel gas, for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the wells at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, 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 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 month 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 his assigns may deposit rental or royalties in any National bank located in the same county with first named bank, due notice of such deposit to be mailed to lessor at last known address. If the first well drilled on said land is dry and a second well is not commenced thereon 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 manner as above provided and following such resumption of rental payments the lease shall continue in force as though there had been no interruption in such payments by said drilling.

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.

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

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

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

Lessee shall pay for damages caused by his operation to growing crops on said lands.

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

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 certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

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

If 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.

All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided. Lessor agrees that lessee or its assigns may include said land or any part thereof in any unit plan of development or operations which is approved by the Secretary of the Interior or to which lessee may voluntarily subscribe, and lessor agrees to execute any such 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 rate set forth above, as to the land covered hereby and included in such 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.

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

The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

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

WITNESSES:

SS#: [redacted]

Vernon M. Johnson

[redacted]

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME Helen Atwood a Notary Public, in and for said County and State, on this 5th day of December, 19 75, personally appeared Vernon M. Johnson

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 Oct 1, 1976.

Helen Atwood
Notary Public.

Residing at Big Piney, Wyo.

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

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

My Commission Expires _____

Notary Public.

Residing at _____

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 _____

No. 151625

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the 14th day of January, 19 76, at 9:00 o'clock A. M., and duly recorded in Volume 52 Oil Page 167 of the records of this office.

Eric J. Yarber
County Clerk.

By Marilyn Renton
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

1668

169

Producers 88 — Rocky Mountain

OIL & GAS LEASE

Kintzel Blue Print Co.
Box 741
Casper, Wyoming

THIS AGREEMENT, made and entered into this 28th day of October, 19 75 by and between Vernon M. Johnson, a single man, and Francis M. Johnson, a single woman, both of Big Piney, Wyoming 83113

of

hereinafter called lessor (whether one or more) and Dick V. Welch, 10633 Sperry Street, Denver, Colorado 80234 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of $ Ten & / more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and sub-surface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North - Range 114 West, 6th P.M.
Section 10: $SE\frac{1}{4}SE\frac{1}{4}$
Section 14: $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 15: $NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 22: $NE\frac{1}{4}NE\frac{1}{4}$

of section X Township X Range X and containing five 680.00 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, or gas of whatsoever nature or kind, or either of them is produced from said land 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 or from said land, but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

1st. To deliver to the credit of lessor, free of cost in the pipeline 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 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, said payments to be made monthly.

3rd. Lessor shall have fuel gas free of cost from any well producing fuel gas, for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the wells at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Six Hundred Eighty and no/100 DOLLARS, ($ 680.00) 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 month 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 his assigns may deposit rental or royalties in any National bank located in the same county with first named bank, due notice of such deposit to be mailed to lessor at last known address. If the first well drilled on said land is dry and a second well is not commenced thereon 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 manner as above provided and following such resumption of rental payments the lease shall continue in force as though there had been no interruption in such payments by said drilling.

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.

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

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

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

Lessee shall pay for damages caused by his operation to growing crops on said lands.

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

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 certified copies of instruments of title designing title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or effect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

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

If 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.

All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided. Lessor agrees that lessee, or its assigns may include said land or any part thereof in any unit plan of development or operations which is approved by the Secretary of the Interior or to which lessee may voluntarily subscribe, and lessor agrees to execute any such 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 rate set forth above, as to the land covered hereby and included in such 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.

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

The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

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

~~WITNESSES~~:

SS#: [redacted]

Vernon M. Johnson

Vernon M. Johnson

SS#: [redacted]

Francis M. Johnson

Francis M. Johnson

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME Helen Atwood a Notary Public, in and for said County and State, on this 5th day of December, 19 75, personally appeared Vernon M Johnson and Francis M Johnson, 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 Oct 1, 1976

Helen Atwood
Notary Public.

Residing at Big Piney, Wyo.

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

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

My Commission Expires_____

_____
Notary Public.

Residing at _____

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.....

No. 15686

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the 17th day of January, 19 76, at 9:00 o'clock A.M., and duly recorded in Volume 52 Oil Page 169 of the records of this office.

Lois G. Yorke
County Clerk.

By Marilyn Penton
Deputy.

When recorded return to

170

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

AFFECTING STATE OF WYOMING OIL AND GAS LEASES

DISTRICT LAND OFFICE - CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That DOROTHY CHORNEY, 3545 South Tamarac, Suite 330, 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 1st day of December, 1975.

Dorothy Chorney

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 1975, personally appeared Dorothy Chorney, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:
My Commission expires Sept. 10, 1979

151662

RECORDED January 15 19 76 9:00 A M
IN BOOK 520 & 9 Lease PAGE 171
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

Serial No.	Description	Percentage ORR
W-10622	Township 34 North, Range 115 West, 6th P.M. Section 23: SW¼NW¼	1% of 8/8ths

173

ROYALTY ASSIGNMENT

This assignment made and entered into this 13th day of January, 1976, by and between Joseph S. Sprinkle,

of P. O. Box 6483, Denver, CO 80206,

herein referred to as Assignor, (whether one or more) and F. L. Shogrin,

of P. O. Box 5752, Denver, CO 80217,
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, an overriding royalty equal to 2% of 8/8ths

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. 35 N., R. 114 W., 6th Prin. Mer.
Section 28: ALL
Section 29: E½
Section 32: E½
Section 33: ALL
Section 34: W½
2240.00 acres

151698

RECORDED January 19 1976 9:00 A. M
IN BOOK 52 O & G Lease PAGE 173
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

under the terms of that certain oil and gas lease made and entered into by and between United States of America as lessor, and Sally Curran

as lessee, dated Nov. 1, 1975 and bearing Number W 52395,
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 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.

Joseph S. Sprinkle
Joseph S. Sprinkle

STATE OF Colorado }
COUNTY OF Denver } ss.

On this 13th day of January, 19 76, before me personally appeared Joseph S. Sprinkle

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.

Notary Public

My Commission expires:
My Commission expires June 30, 1975

Form No. 11

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Belco Petroleum Corporation

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Edmond C. Todd, their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Edmond C. Todd and Adelia Todd, as lessors, and Belco Petroleum Corporation

as lessee ___, dated the 23rd day of May 19 55, insofar as same covers the following described land, to-wit:

Township 35 North, Range 113 West 6th P.M.
Section 30: SE¼SE¼
Section 31: NE¼, SE¼NW¼, SE¼, NE¼SW¼
Section 32: N½SW¼, SW¼SW¼, NW¼SE¼
Township 34 North, Range 113 West 6th P.M.
Section 3: S½
Section 6: Lots 1, 2, SW¼NE¼

151737

RECORDED January 21, 1976 9:00 A.M
IN BOOK 52 O & G Lease PAGE 174
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Section - - - - - - , Township - - - - - - , Range - - - - - - - , and containing 1,037.96 acres, situated in the County of Sublette and State of Wyoming, said lease bei recorded in the office of the Recorder of Deeds in and for said county, in Book 12 Page 244

Executed this 5th day of January, 1976.

ATTEST:

George E Nugent
George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

BY: D B Martin
D. B. Martin
Vice-President

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 TEXAS
County of HARRIS } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 5th day of January, A. D. 19 76, before me personally appeared D. B. Martin, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Belco Petroleum Corporation

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

Witness my hand and seal this 5th day of January, A. D. 19 76

Commission expires 6-1-77

Rebecca M Yarbrough
Notary Public.

Producers 88 Spec.—U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 4th day of December, 19 75 by and between Edmond C. Todd, a single man, also known as E. C. Todd

of Daniel, Wyoming, hereinafter called lessor (whether one or more) and

of Thomas F. Stroock
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 and more), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, 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 34 North, Range 113 West, 6th P.M.
Section 5: Lots 3, 4, $SW\frac{1}{4}NW\frac{1}{4}$
Section 6: Lots 1, 2, $SW\frac{1}{4}NE\frac{1}{4}$
Township 35 North, Range 113 West, 6th P.M.
Section 30: $SE\frac{1}{4}SE\frac{1}{4}$
Section 31: $E\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Section 32: $NW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}$

Seven (7) and containing 875.20 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Spring National Bank at Rock Spring, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight Hundred Seventy Five and 20/100- - - - - - 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:

Edmond C. Todd (SEAL)

Edmond C. Todd
also known as E. C. todd

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of December, 1975, personally appeared Edmond C. Todd, a single man, also known as E. C. Todd

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 Joseph E. Pacheco — Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 14, 1979

Joseph E. Pacheco
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

Notary Public.

(SEAL)

My Commission expires

No. 151778

FROM

TO

Dated , 19

No. Acres

County,

Term 176

This instrument was filed for record on the 21st day of January, 1976, at 9:00 o'clock A. M., and duly recorded in Volume 5 of Deeds Page 175 of the records of this office.

Doris J. Yarbe
County Clerk.

By Marilyn Benton Deputy.

Fee $ 4.50

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

177

Producers 88 Spec.—U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 4th day of December, 19 75 by and between

Cora E. Roberts, a widow

of P.O. box 173, Pinedale, Wyoming, hereinafter called lessor (whether one or more) and

Thomas F. Stroock

of P.O. Box 2875, Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and more- - - - - - - - - - - - - - - DOLLARS
($10.00 and more), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, 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 34 North, Range 113 West, 6th P.M.
Section 1: Lots 3 (39.20 ac.) 4 (38.88 ac.), S½NW¼
Section 2: Lots 1 (38.62 ac.), 2 (38.43 ac.), S½NE¼
Section 3: Lots 3 (38.84 ac.), 4 (39.20 ac.), S½NW¼
Section 4: S½

~~Section~~ ~~Township~~ ~~Range~~ Seven (7) and containing 793.17 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~One~~ 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 at Pinedale, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Ninty Three and 17/100- - - - - - - 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:

Cora E. Roberts (SEAL)

Cora E. Roberts (SEAL)

Cora E. Roberts (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of December, 1975, personally appeared Cora E. Roberts, a widow

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she 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 Joseph E. Pacheco - Notary Public County of Natrona State of Wyoming My Commission Expires Jan. 14, 1979

Joseph E Pacheco
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. 153739

FROM

TO

Dated, 19

No. Acres

178

County,

Term

This instrument was filed for record on the 21st day of January, 19 76, at 9:00 o'clock A. M. and duly recorded in Volume 520 Deeds Page 177

of the records of this office.

Lois J. Yake
County Clerk.

By Marilyn Benton Deputy.

Fee $4.50

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

AFFIDAVIT OF NON-DEVELOPMENT

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

Cora E. Roberts

TO

Thomas F. Stroock

NON-DEVELOPMENT

151740

RECORDED January 21 1976 9:00 A.M
IN BOOK 520 Lease PAGE 179
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Cora E. Roberts, being first duly sworn upon her oath, deposes and says:

That She is the owner of and is familiar with the following described property, to-wit:

Township 34 North, Range 113 West 6th P.M.
Section 3: Lots 3, 4, S½NW¼
Section 4: S½

Containing 478.08 acres, more or less in Sublette County, Wyoming

This said property, or portions of it, were covered by an oil and gas lease more particularly described as follows:

Oil and gas lease executed on August 30, 1969 by Cora E. Roberts, a single woman as lessor, and Depco, Inc., a Delaware Corporation as lessee, recorded in Book 44, Page 107, in the office of the Register of Deeds in Sublette County, Wyoming.

That affiant knows of her knowledge that no production of oil or gas, or any other hydrocarbons, has ever been obtained upon any of the above described property, and affiant states further that delay rentals in accordance with the terms of said lease have not been paid to her, as owner, and that by virtue of such non-development and non-payment of delay rentals, the said lease has expired by its own terms.

Cora E. Roberts
Cora E. Roberts

Subscribed and sworn to before me by Cora E. Roberts this 29th day of December, 1975.

Lois J. Yake, by

County Clerk
~~Notary Public~~ for the State of Wyoming
County of Sublette

Residing at Pinedale, Wyoming

My commission expires 1-1-79

Form No. 11

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Belco Petroleum Corporation

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Cora E. Roberts, a single woman, her heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Cora E. Roberts, a single woman, as lessor, and Belco Petroleum Corporation

as lessee ___, dated the 27th day of May 19 55, insofar as same covers the following described land, to-wit:

Township 34 North, Range 113 West 6th P.M.
Section 3: Lots 3, 4, S½NW¼
Section 4; E½SE¼, SW¼SE¼, SE¼SW¼

151741

RECORDED January 21 19 76 9:00 A.M
IN BOOK 52 Oil Lease PAGE 180
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Section - - - - - , Township - - - - - - , Range - - - - - - , and containing 316.60 acres, situated in the County of Sublette and State of Wyoming, said lease bei recorded in the office of the Recorder of Deeds in and for said county, in Book 13 Page 101

Executed this 5th day of January, 19 76.

ATTEST:

George E Nugent
George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

BY: D B Martin
D. B. Martin
Vice-President

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

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

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.

ACKNOWLEDGMENT (For use by Corporation)

State of TEXAS
County of HARRIS } ss.

On this 5th day of January, A. D. 19 76, before me personally appeared D. B. Martin, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Belco Petroleum Corporation .....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. B. Martin acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of January, A. D. 19 76

Commission expires 6-1-77

Rebecca W. Yarbrough
Notary Public.

Form No. 11

RELEASE OF OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER WYOMING

KNOW ALL MEN BY THESE PRESENTS: That Belco Petroleum Corporation

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Cora E. Roberts, a single woman, her heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Cora E. Roberts, a single woman, as lessor, and Belco Petroleum Corporation

as lessee ___, dated the 25th day of May 19 60, insofar as same covers the following described land, to-wit:

Township 34 North, Range 113 West 6th P.M.
Section 3: Lots 3, 4, S½NW¼
Section 4: E½SE¼, SW¼SE¼, SE¼SW¼

151742

RECORDED January 21 19 76 9:00 A.M
IN BOOK 520 Lease PAGE 181
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Section - - - - - - , Township - - - - - - , Range - - - - - - - - , and containing 316.60 acres, situated in the County of Sublette and State of Wyoming, said lease bei recorded in the office of the Recorder of Deeds in and for said county, in Book 28 Page 80

Executed this 5th day of January, 19 76.

ATTEST:

George E Nugent
George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

BY: D Martin
D. B. Martin
Vice-President

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 TEXAS
County of HARRIS } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 5th day of January, A. D. 19 76, before me personally appeared D. B. Martin, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Belco Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. B. Martin acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of January, A. D. 19 76

Commission expires 6-1-77

Rebecca W. Yarbrough
Notary Public.

Form No. 11

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Belco Petroleum Corporation

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Mary E. Thompson and Stanley 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 mining lease, made and entered into by and between Mary E. Thompson and Stanley Thompson, Wife and Husband, as lessors, and Belco Petroleum Corporation,

as lessee ___, dated the 14th day of July 19 55, insofar as same covers the following described land, to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 9: N½N½

151784

RECORDED January 26 19 76 9:00 A M
IN BOOK 52 Old Lease PAGE 182
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Section - - - - - - - , Township - - - - - - - - - , Range - - - - - - - - - - , and containing 160.00 acres, situated in the County of Sublette and State of Wyoming, said lease bei recorded in the office of the Recorder of Deeds in and for said county, in Book 13 Page 171

Executed this 5th day of January, 1976.

ATTEST:

George E Nugent
George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

BY: D. B. Martin
D. B. Martin
Vice-President

STATE OF TEXAS
COUNTY OF HARRIS
} 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 TEXAS
County of HARRIS
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 5th day of January, A. D. 19 76, before me personally appeared D. B. Martin, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Belco Petroleum Corporation

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

Witness my hand and seal this 5th day of January, A. D. 19 76

Commission expires 6-1-77

Rebecca W. Yarbrough
Notary Public.

SC-W-0600

183

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 8th day of January, 19 76 between

Priscilla B. Baker, a widow

of 615 S. Center, Casper, Wyoming 82601, hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82601 hereinafter called lessee:

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

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Natrona } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of January, 19 76, personally appeared Priscilla B. Baker, a widow

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she 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 July 25, 1978

Notary Public.

JAN SALLSTROM — Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 25, 1978

State of _____ }
County of _____ } ss.

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

Witness my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

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

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

_____
Notary Public.

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19_____

No. Acres _____ County _____

Term 1984

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 No. LNH-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
~~U.S. OIL AND GAS LEASE~~
STATE OF WYOMING OIL AND GAS LEASE

Prairie Publishing Co.
Casper, Wyoming

This Overriding Royalty Assignment, made this 13th day of January, 19 76, by and between

A. A. JOHNSON

whose address is Post Office Box 3140, Casper, Wyoming 82601

hereinafter called Lessee; and, Joan 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~~ State of Wyoming, dated January 2, 19 73

bearing Serial No. 73-11027, of the ~~U. S. Land & Survey~~ Commissioner of Public Lands Office, at Cheyenne, Wyoming 82001

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 27 North, Range 110 West, 6th P.M.
Section 16: All

Containing 640.00 acres, m/l

151823

RECORDED January 27 19 76 9:00 A. M
IN BOOK 52 Oil Lease PAGE 185
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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, heirs and assigns, an overriding royalty interest of two and one-half percent of eight-eighths (2½% 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.

A. A. Johnson
Lessee

STATE OF Colorado)
C.Y.S.)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by A. A. Johnson
this 13th day of January, 1976.

Witness my hand and official seal.

Notary Public

My commission expires 10-24-77

Mid-Continent Association W. Reassign.

KIN[redacted] PRINT CO.
134 N. CENTER
CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

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.

_____
Register of Deeds.

When recorded
Return to _____

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4 (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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202 all its right, title and interest in and to the oil and gas lease (hereinafter called Assignee), dated August 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book 51, page 601, 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 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼
Section 9: Lots 3, 4, S½NW¼, NW¼SW¼

Township 33 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, SE¼
Section 35: SW¼

151880

RECORDED January 29 19 76 9:00 A M
IN BOOK 52 Oil & Gas Leases PAGE 186
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by marilyn Denton

of Section _____, Township _____, Range _____, and containing 811.60 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-eights (5% of 8/8ths) 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. This overriding royalty includes the overriding royalty previously conveyed to F. H. Merback.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. 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.

EXECUTED, This 17th day of November, 1975.
without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

By: _____ (Seal)
Thomas F. Stroock, President

ATTEST: _____ (Seal)
Shirley M. Dymond, Secretary

(SEAL)

186

D-6239-A

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.

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 WYOMING
County of NATRONA
ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November A. D. 19 75 before me personally appeared Thomas F. Stroock to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited

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

Witness my hand and seal this 17th day of November A. D. 19 75

(SEAL)

Aura B. Kornkven — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Nov. 15, 1977

Aura B Kornkven
Notary Public.

My Commission expires .....

No. .....

FROM

.....

TO

.....

Dated ..... 19....

No. Acres .....

.....County,

Term .....

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

.....
County Clerk.

By .....
Deputy.

When recorded return to

.....

.....

KINDELL BLUE PRINT CO., CASPER, WYOMING.

Mid-Continent Association W. Reassign.

KINTZEL BLUE PRINT CO.

CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPerson, Leslie & Tyerman, 2161 Scarth Street, ~~Regina, Saskatchewan, Canada S4P 2V4~~

(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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202

(hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated September 23, 1975, from Daniel H. Budd and Ada S. Budd, husband and wife, Big Piney, Wyoming 83113, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book ____, page ____, 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 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼
Section 9: Lots 3, 4, S½NW¼, NW¼SW¼

Township 33 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, SE¼
Section 35: SW¼

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.

_____
Register of Deeds.

When recorded Return to _____

_____

151881

RECORDED January 29 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 188
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by marilyn Benton

of Section _____, Township _____, Range_____, and containing 811.60 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, which overriding royalty includes the overriding royalty previously conveyed to F. H. Merback. 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 sixty (60) 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. 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.

EXECUTED, This 17th day of November, 1975
without warranties of any kind.

CLIFF DEVELOPMENT LIMITED (Seal)

ATTEST Shirley M. Dymond (Seal)
Shirley M. Dymond, Secretary

By: Thomas F. Stroock (Seal)
Thomas F. Stroock, President

(Seal)

(SEAL)

188

D-6239-B

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 WYOMING }
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of November, A. D. 19 75, before me personally appeared Thomas F. Stroock, to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited 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 President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of November, A. D. 19 75

(SEAL)

Anna B. Komkven — Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

Anna B. Komkven
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

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Building, 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
Both of Denver, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided one percent (1%) to PAUL MESSINGER, and an undivided one-half of one percent (1/2 of 1%) to MARLIS E. SMITH, being a total of 1.5% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease or any extensions or renewals thereof, to-wit:

D-6218 Oil and Gas Lease effective February 2, 1973, from the State of Wyoming, as Lessor, to F. J. Bradshaw, as Lessee, bearing Serial No. 73-18636 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 16: N/2

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.

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

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 16th day of January, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of January, 1976, by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

My Commission Expires:
March 26, 1978

_____
Notary Public

15188

RECORDED January 29 19 76 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 190
FEES $3.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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
Parker, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided one and one-half percent (1-1/2%) 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-6239-A Oil and Gas Lease effective August 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1, 2, S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4
Section 9: Lots 3, 4, S/2NW/4, NW/4SW/4

Township 33 North, Range 113 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4

D-6239-B Oil and Gas Lease effective September 23, 1975, from Daniel H. Budd and Ada S. Budd, husband and wife, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1, 2, S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4
Section 9: Lots 3, 4, S/2NW/4, NW/4SW/4

Township 33 North, Range 113 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4

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 16th day of January, 1976.

15,885

RECORDED Jan. 29 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 191
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

DAVIS OIL COMPANY, a Partnership

By X
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of January, 1976, by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires:
Marc[redacted] 1978

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 interests 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 18th day of December, 1975.

F. H. Merback

Address: P. O. Box 203
Casper, Wyoming 82601

6 R R

TRACT(s) 15,16,17

CONSENTED AND AGREED TO:
DAVIS OIL COMPANY

Paul Messinger
ATTORNEY-IN-FACT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of

RECORDED Feb 5 1976 9:00 A.M
IN BOOK 52 Misc Rec PAGE 192
FEES $3.00 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER) 152147

On this 26th day of January, 1976, 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 of the Partnership for the uses and purposes therein set forth.

WITNESS my hand and offical seal on the day and year last above written.

Carlene Voecks
Carlene Voecks, Notary Public

My Commission Expires:
July 7, 1979.

My Commission Expires:

MRS. V. VAN DEVENTER
NOTARY PUBLIC
COUNTY OF FREMONT
STATE OF WYOMING
MY COMMISSION EXPIRES 6-10-1978

Mrs. V. Van Deventer
Notary Public

ACCEPTED

UNITED STATES

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 20th. day of January, 19 76, by and between
H Bar C. Ranch Limited a/k/a H-C Ranch Limited

of Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and
DEBCO, Inc., 1025 Petroleum Club Building, of Denver, Colorado 80202, 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 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 113 West 6th.P.M.	Township 34 North-Range 114 West 6th.P.M.
Section 19: Lot 4, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$	Section 25: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 20: $S\frac{1}{2}SW\frac{1}{4}$	Section 26: $W\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 29: $N\frac{1}{2}$	Township 33 North-Range 113 West 6th.P.M.
Section 30: Lots 1-2-3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}$	Section 5: Lots 2, 3, $SW\frac{1}{4}NE\frac{1}{4}$
Section 31: $NE\frac{1}{4}$, $N2\frac{1}{4}NW\frac{1}{4}$	
Section 32: $N\frac{1}{2}$, $SW\frac{1}{4}SE\frac{1}{4}$	

[redacted], 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 2,418.92 Five (5) acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from 2-11-76 (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 2-11-76 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 Bank of Laramie Bank at Laramie, Wyoming 82070, 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 Two-Thousand Four-Hundred Eighteen and 92/100---------- DOLLARS ($2,418.92), 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. *2-11-77

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.

[redacted] 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 [illegible] 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 [redacted]

03016.34

[redacted] 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.

152177

RECORDED February 9 19 76 9:00 A M
IN BOOK 52 Oil & Gas PAGE 194
FEES $5.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

H-C Ranch Limited

By: Richard D. Smith
Richard D. Smith General Partner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 20th. day of January, 1976, BY Richard D. Smith, General Partner of H-C Ranch Limited, a Wyoming Limited Partnership, on behalf of said Limited Partnership.

My Commission expires:
MY COMMISSION EXPIRES JUNE 11, 1977

Daniel H. Brooks
Notary Public

STATE OF .....
COUNTY OF ..... } SS. (Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

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]

FORM 2466 (Rev. 10-58)

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, Thomas F. Stroock, of P. O. Box 2875, Casper (Post Office Address), State of Wyoming, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a certain oil and gas lease dated November 3, 1975, executed by 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, (Post Office Address) Big Piney, Wyo., as Lessor(s) to Thomas F. Stroock, P. O. Box 2875, of Casper (Post Office Address), State of Wyoming, (named therein as Lessee) upon the following-described real estate situated in the County of Sublette, State of 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

152208

RECORDED February 12, 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 196
FEES $4.50 Lois J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

Said lease being recorded in Book 51, Page(s) 697, of the records of said County; and

WHEREAS, The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, is the owner and holder of mortgage(s) and/or sale contract upon all or part of the above-described real estate, as follows:

A mortgage to The Federal Land Bank of Omaha dated October 15, 1970, for $35,000.00, recorded in Book 22, Page(s) 469, of the records of said County; a ~~mortgage to the Land Bank Commissioner, now owned by~~ ~~Book~~ ~~Page(s)~~ ~~of the records of said County;~~ ~~said~~ ~~recorded~~ ~~in Book~~ ~~Page(s)~~ ~~of the records of said County~~

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of the debts secured by the above-described instruments, in such proportions as The Federal Land Bank of Omaha, in its sole discretion shall deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due; or said mortgagee may, at its option, turn over and deliver to the Lessor(s) and/or other parties entitled thereto, all or any part of said amounts, without prejudice to take and retain any future amount or amounts, and without prejudice to any of its other rights under said instrument(s).

3. This assignment is executed as additional security for the payment of the described mortgage and the note secured thereby; and upon payment in full of said mortgage debt, this assignment shall become inoperative and void. A satisfaction or release of said mortgage shall have the same force and effect as a full and complete release and reassignment by separate instrument of any interest acquired hereunder.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of all parties mentioned herein, shall be and remain in full force and effect until the Lessee is notified by The Federal Land Bank of Omaha of the satisfaction of the mortgage debt or of the completed performance of the sale contract.

Dated December, 1975

Witness:

C. Robert O'Neil

Helen O'Neil

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

On December 1, 1975, before me personally came C. Robert O'Neil and Helen O'Neil, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was their free act and voluntary deed.

My commission expires

Helen L. O'Brien
Notary Public In and for said County and State.

Sublette County
My Commission Expires Nov. 17, 1977

196

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all rentals due or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND Peter F. Stroock Thomas F. Stroock

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss.
COUNTY OF _____ }

On _____, before me personally came _____

and _____, to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of _____, the corporation named in the foregoing instrument 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 each acknowledged said instrument to be the free act and voluntary deed of said corporation.

My commission expires _____.

_____
Notary Public in and for said County and State.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

On Nov. 26, 1975, before me personally came Thomas F. Stroock

_____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

My commission expires _____

Aura B. Kornkven — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Nov. 15, 1977

Aura B. Kornkven
Notary Public in and for said County and State.

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the foregoing assignment, the provisions of which are made a part hereof by reference, The Federal Land Bank of Omaha subordinates its mortgage(s) or title to and in favor of said lease only.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused this instrument to be executed by the officers authorized by its Board of Directors to execute instruments in its behalf and its corporate seal to be affixed hereto January 9, 1976.

THE FEDERAL LAND BANK OF OMAHA

By James E. Ludeman
James E. Ludeman — Vice President

Attest: E. J. Welch, Asst.
Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA } ss.
COUNTY OF DOUGLAS }

On January 9, 1976, before me, Lorraine D. Adkins, a Notary Public in and for Douglas County, Nebraska, personally appeared James. E. Ludeman, to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said James E. Ludeman acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

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

My commission expires _____

LORRAINE D. ADKINS
GENERAL NOTARY
State of Nebraska
My Commission Expires
December 15, 1976

Lorraine D. Adkins
Notary Public in and for Douglas County, Nebraska.
Lorraine D. Adkins - Notary Public

ASSIGNMENT OF PROCEEDS OF LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

TO

STATE OF _____ } ss.
COUNTY _____ }

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

_____
(Official title)

_____
Deputy

KINTZEL BLUE PRINT CO CASPER WYOMING

FORM 2466 (Rev. 10-58)

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, Thomas F. Stroock, of P. O. Box 2875, Casper (Post Office Address), State of Wyoming, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a certain oil and gas lease dated November 3, 1975, executed by 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, (Post Office Address) Big Piney, Wyo., as Lessor(s) to Thomas F. Stroock, P. O. Box 2875, of Casper (Post Office Address), State of Wyoming, (named therein as Lessee) upon the following-described real estate situated in the County of Sublette, State of 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

152209

RECORDED February 12, 1976 9:00 A. M
IN BOOK 52 O & G Lease PAGE 198
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Said lease being recorded in Book 51, Page(s) 697, of the records of said County; and

WHEREAS, The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, is the owner and holder of mortgage(s) and/or sale contract upon all or part of the above-described real estate, as follows:

A mortgage to The Federal Land Bank of Omaha dated December 19, 1967, for $89,000.00, recorded in Book 21, Page(s) 139, of the records of said County; ~~a mortgage to The Federal Land Bank Commissioner, now owned by The Federal Land Bank of Omaha, recorded in Book XXXXXXXX, Page(s) XXXXXXXX, of the records of said County, a sale contract dated XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, recorded in Book XXXXXXXX, Page(s) XXXXXXXX, of the records of said County;~~

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of the debts secured by the above-described instruments, in such proportions as The Federal Land Bank of Omaha, in its sole discretion shall deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due; or said mortgagee may, at its option, turn over and deliver to the Lessor(s) and/or other parties entitled thereto, all or any part of said amounts, without prejudice to take and retain any future amount or amounts, and without prejudice to any of its other rights under said instrument(s).

3. This assignment is executed as additional security for the payment of the described mortgage and the note secured thereby; and upon payment in full of said mortgage debt, this assignment shall become inoperative and void. A satisfaction or release of said mortgage shall have the same force and effect as a full and complete release and reassignment by separate instrument of any interest acquired hereunder.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of all parties mentioned herein, shall be and remain in full force and effect until the Lessee is notified by The Federal Land Bank of Omaha of the satisfaction of the mortgage debt or of the completed performance of the sale contract.

Dated December 1, 1975

Witness:

C. Robert O'Neil

Helen O'Neil

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

On December 1, 1975, before me personally came C, Robert O'Neil and Helen O'Neil, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was their free act and voluntary deed.

My commission expires My Commission Expires Nov. 17, 1977

Helen F. O'Brien
Notary Public In and for said County and State.

198

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all [illegible] or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND _____.

Thomas F. Stroock

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss.
COUNTY OF _____ }

On _____, before me personally came _____

and _____, to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of _____, the corporation named in the foregoing instrument 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 each acknowledged said instrument to be the free act and voluntary deed of said corporation.

My commission expires _____.

_____
Notary Public in and for said County and State.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

On Nov 26. 1975, before me personally came Thomas F. Stroock

_____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary [illegible]

Flora B. Kornbrau — Notary Public
County of Natrona
My Commission Expires Nov 15, 1977

My commission expires _____

_____
Notary Public in and for said County and State.

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the foregoing assignment, the provisions of which are made a part hereof by reference, The Federal Land Bank of Omaha subordinates its mortgage(s) or title to and in favor of said lease only.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused this instrument to be executed by the officers authorized by its Board of Directors to execute instruments in its behalf and its corporate seal to be affixed hereto January 9, 1976.

THE FEDERAL LAND BANK OF OMAHA

By _____
James E. Ludeman Vice President

Attest: _____
E. J. Welch, Asst. Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA } ss.
COUNTY OF DOUGLAS }

On January 9, 1976, before me, Lorraine D. Adkins, a Notary Public in and for Douglas County, Nebraska, personally appeared James E. Ludeman, to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said James E. Ludeman acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

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

My commission expires _____

LORRAINE D. ADKINS
GENERAL NOTARY
State of Nebraska
My Commission Expires
December 15, 1976

_____
Notary Public in and for Douglas County, Nebraska.

Lorraine D. Adkins - Notary Public

ASSIGNMENT OF PROCEEDS OF LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

TO

STATE OF _____ } ss.
COUNTY _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock and _____ minutes _____ M., and duly recorded in book _____, Page _____, of the records of said County.

_____
(Official title)

_____
Deputy

KINTZEL BLUE PRINT CO. CASPER WYOMING

Producers 88 [redacted]
Wyoming

OIL AND GAS LEASE

[redacted] BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 10th day of December, 19 75 by and between

Janice R. Luhn and John C. Luhn, Wife and Husband; and Loren W. Foote and Dorothea Foote, Husband and Wife

of 103 ~~Bhanticleen~~ Chanticleer Ln., Hinsdale, Illinois, hereinafter called lessor (whether one or more) and

~~Thomas P. Stresock~~

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 and more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, 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 34 North, Range 113 West 6th P.M.
Section 1: Lots 3, 4, S½NW¼
Section 2: Lots 1, 2, S½NE¼

152210

RECORDED February 12, 19 76 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 200
FEES $4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Marilyn Denton

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXX~~Seven (7) and containing 315.13 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Hinsdale, Illinois, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three-Hundred Fifteen and 13/100- - - - - - - - - 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:

Loren W. Foote

Dorothea Foote

Janice R. Luhn (SEAL)

Janice R. Luhn (SEAL)

John C. Luhn (SEAL)

John C. Luhn (SEAL)

(SEAL)

(SEAL)

200

STATE OF Illinois }
COUNTY OF Hancock } 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 December, 1975, personally appeared Janice R. Luhn and John C. Luhn, Wife and Husband

and

, 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 Feb. 4, 1979 Dorothy Crossett
Notary Public.

STATE OF IOWA }
COUNTY OF MILLS } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said ~~County and~~ State, on this 22nd day of December, 1975, personally appeared Loren W. Foote and Dorothea Foote, Husband and Wife

and

, 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 September 30, 1976 Claud E Rogers
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

d, 19

Acres

County

his instrument was filed for record on the

of, 19, at

o'clock M., and duly recorded in

me Page

of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 interests 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 16 day of January, 1976.

Corinne Johnson

Patrick Johnson

Address: Box 516

Pinedale Wyoming

TRACT(s) 17

ACCEPTED AND AGREED TO:
DAVIS OIL COMPANY

Paul Messenger
ATTORNEY-IN-FACT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Corinne Johnson and Patrick Johnson, as _____ of _____.

16 day of January, 1976.

WITNESS my hand and official seal.

My Commission Expires:
June 14, 1977

Mari C. Wilson
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

152211

RECORDED February 12, 1976 9:00 A. M.
IN BOOK 52 Oil & Lease PAGE 202
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 23, 1975, 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 interests 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 13 day of January, 1976.

James F. Mickelson

Address: Big Piney, Wyo. 83113

Mae E. Mickelson

TRACT(s) 15

CONSENTED AND AGREED TO BY:
DAVIS OIL COMPANY

STATE OF _____)
) ss.
COUNTY OF _____)

BY Paul Messenger
Attorney in Fact

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by James F. Mickelson and Mae E. Mickelson.

13th day of January, ~~1975~~ 1976

WITNESS my hand and official seal.

My Commission Expires:

_____

Helen L. McCord
Notary Public

152212

Helen L. McCord — Notary Public
[illegible] of
[illegible]
My Commission Expires Dec. 11, 1977

RECORDED February 12 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 203
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Barton

[redacted] [redacted]

JAN 23 1976
CASPER, WYOMING

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 8TH day of December 1975.

FEB 1976

ACCEPTED

Tenneco Oil Company

Address: Box 944
Punta Vedra Fla

TRACT(s) 10

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by J. V. Kowalski, as Vice President of DEPCO, Inc.

13th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

September 17, 1976

Notary Public

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by PAUL A CONLEY.

8 day of Dec, 1975.

WITNESS my hand and official seal.

My Commission Expires:

[illegible] 1, 1979

Notary Public

152213

RECORDED February 12 1976 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 204
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

204

THE RATIFICATION AND JOINDER INSTRUMENT TO THE ASPEN RIDGE UNIT, ATTACHED HERETO, EXECUTED BY PAUL A. CONLEY, IS ACCEPTED AND AGREED TO BY:

ATTEST:

Charlotte L Wild
Assistant Secretary
Charlotte L. Wild
Date December 13, 1975

DEPCO, INC.

By J. V. Kowalski
Vice President
J. V. Kowalski

~~XXXEXXX~~

~~XXXXXXXXXXXXXXXXXXXXX~~

Date JAN 14 1976

SOHIO PETROLEUM COMPANY

By C E Storm Jr.
~~XXXXXXXXXXXXXXXXX~~
C. E. Storm, Jr.
Agent and Attorney in Fact

DAVIS OIL COMPANY

By Paul Messenger
Attorney in Fact

Date January 19, 1976

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by C. E. Storm, Jr. as Agent and Attorney in Fact of SOHIO PETROLEUM COMPANY.

14th day of January, 1976.

WITNESS my hand and official seal.

My Commission Expires Aug. 3, 1977

Cinda Pulant
Notary Public

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this the 19th day of January, 1976, before me, a Notary Public in and for said County and State, personally 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 for the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed said 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:
My Commission Expires July 7, 1979

Carlene Voecks
Notary Public

Producers 88 Spec.– C
Wyoming

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th day of January, 19 76 by and between
Bessie Houston, also known as Bessie H. Houston, a widow

7740 Cortez Avenue, Atascadero, California 93422
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 & more cash in hand paid, receipt of which is hereby acknowledged, 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 gasoline, and laying pipe lines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit

Township 35 North, Range 113 West, 6th P.M.
Section 32: SE¼SW¼
Township 34 North, Range 113 West, 6th P.M.
Section 5: Lot 3 (38.61, Lot 4 (38.63), SW¼NW¼

of Section - - - - Township - - - - Range - - - - and containing Seven (7) 157.24 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~Ten (10) years~~ from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bank of America, Atascadero Branch Bank at Atascadero, California 93422, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Fifty Seven and 24/100- - - - - - - - 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 lessor, 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 the operation thereon, except water from wells of lessee.

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, successors and assigns; 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 thereafter arising 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 that should this lease 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 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 its assigns may pay 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 pool or unitize the land covered hereby, or any part thereof, or any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessee agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lessee. In such event, royalty will be paid to lessor on the basis of the production from the land covered hereby and included in the unit, based upon the production so allocated pursuant to the unit plan to said land; and the drilling or reworking thereon or the production of a well or any portion of the area included within such a plan shall be construed and considered as the drilling or reworking thereon or production 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 Witness Whereof, We Sign as of the day and year first above written.
In the Presence of: 15R225-1

(SEAL)
X Bessie Houston (SEAL)
Bessie Houston, also known as (SEAL)
Bessie H. Houston (SEAL)
(SEAL)
(SEAL)

RECORDED February 13 1976 at 11 A.M.
Book 58 of Leases PAGE 208
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Baxter

Form 3001—(Individual) First American Title Company

STATE OF CALIFORNIA }
COUNTY OF San Luis Obispo } ss.

On Feb. 3, 1976 before me, the undersigned, a Notary Public in and for Colorado, U.S.A.
said State, personally appeared Bessie Houston
aka Bessie H. Houston, a widow
known as

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

WITNESS my hand and official seal.

Signature F. Pryor

F. Pryor
Name (Typed or Printed)

My Commission Expires

OFFICIAL SEAL
F. PRYOR
NOTARY PUBLIC-CALIFORNIA
SAN LUIS OBISPO COUNTY
My Commission Expires Jan. 31, 1977

OFFICIAL SEAL
F. PRYOR
NOTARY PUBLIC-CALIFORNIA
SAN LUIS OBISPO COUNTY
My Commission Expires Jan. 31, 1977

(This area for official notarial seal)

described in and who executed
the same as her free
year last above written

Notary Public

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

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

ASSIGNMENT OF OIL AND GAS LEASES

15093 0A, 0B

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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
1010 Denver Club Building
Denver, Colorado 80202

hereinafter called Assignee, an undivided 3/8th interest in and to each of the following oil and gas leases, to-wit:

D-6239-A Oil and Gas Lease effective August 28, 1975, from the First National Bank of Kemmerer, as Trustee of the Fear Family Trust, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1, 2, S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4
Section 9: Lots 3, 4, S/2NW/4, NW/4SW/4

Township 33 North, Range 113 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4

Notwithstanding anything to the contrary, the interest herein assigned shall bear its proportionate share of the landowner's royalty and a full burden of 2.625% over-riding royalty.

152290

D-6239-B Oil and Gas Lease effective September 23, 1975, from Daniel H. Budd and Ada S. Budd, husband and wife, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1, 2, S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4
Section 9: Lots 3, 4, S/2NW/4, NW/4SW/4

Township 33 North, Range 113 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4

Notwithstanding anything to the contrary, the interest herein assigned shall bear its proportionate share of the landowner's royalty and a full burden of 2.625% over-riding royalty.

RECORDED February 13, 1976 at 2:42 PM
IN BOOK 5-2 of Misc. PAGE 210
FEES $3.00 Marie Lloyd COUNTY CLERK
SUBLETTE COUNTY CLERK
Kay Ann Kelly Deputy

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 19th day of January, 1976.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of January, 1976, 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

211

Form 3106-5
(February 1971)

Billings Blue Print
Billings, Montana

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-52798

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Farmers Union Central Exchange, Incorporated
P. O. Box 126
Laurel, Montana 59044

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

Township 28 North-Range 111 West, 6th P.M.
Section 25: S½

containing 320 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%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of December, 19 75

Creta M. Green
(Assignor's Signature)
S.S.No-545-34-3514
Creta M. Green
x O. G. Green
O. G. Green, husband of Assignor who joins herein for the purpose of releasing any interest.

P. O. Box 1571
(Assignor's Address)
Oakland, California 94604
(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 152[illegible]8

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED February 17, 1976 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 211
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marilyn Benton

Assignment approved effective JAN 1 1976

By [signature]
(Authorized Officer)

Chief, Ch. &
Sec. Section
(Title)

JAN 27 1976
(Date)

NOTE: This [illegible]y be reproduced provided that copies are [illegible]productions on one sheet of both sides o[illegible]ficial form in accordance with the provisions of 43 CFR 3106

[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)

State of California }SS
County of Alameda

On This 15th day of December in the year One Thousand Nine Hundred and Seventy-Five before me Judith W. Peterson a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared Creta M. Green and O. G. Green, husband of Assignor

known to me to be the persons described in and whose names are subscribed to the within instrument,

and they 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 in this certificate first above written.

JUDITH W. PETERSON
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires August 10, 1976

Judith W. Peterson Notary Public
In and for said County of Alameda State of California
residing at

GENERAL ACKNOWLEDGMENT
My Commission Expires August 10, 1976.

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 this assignment on a pro-rata basis per the number of acres involved. Any reassignment as provided herein shall be free from all burdens other than those existing on the date hereof.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
UNITED STATES OIL AND GAS LEASE W-52395
DISTRICT LAND OFFICE CHEYENNE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That F. L. SHOGRIN, Box 5752,

Denver, Colorado 80217

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

NAME	ADDRESS	PERCENT
Carolyn L. Shogrin	Box 5752 Denver, Colo. 80217	1/4th of 2% of 8/8ths

152326

RECORDED February 18 19 76 9:00 A.M
IN BOOK 52 of Leases PAGE 213
FEES $3.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 35 N., R. 114 W., 6th P.M.:
Sec. 28: All
Sec. 29: E/2
Sec. 32: E/2
Sec. 33: All
Sec. 34: W/2

containing 2240.00 acres, more or less.

WITNESS my hand this 2nd day of February, 19 76.

F. L. Shogrin

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 2nd day of February, 1976, personally appeared before me F. L. SHOGRIN, the signer of the above instrument, who duly acknowledged to me that he executed the same.

[redacted] hand and official [redacted]

NOTARY PUBLIC

My commission expires [redacted]

[redacted] **RELEASE OF O[redacted]D GAS LEASE** [redacted]ck's

310 REV.

Denver, Colorado 80202
Phone 266-1681

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Belco Petroleum Corporation

being the owner of a certain oil and gas lease dated August 7, 19 58

executed by James Francis Mickelson and Mae E. Mickelson, Lessor; and Arthur B. Belfer, Lessee

covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, NE¼SE¼
Section 35: NW¼SW¼, S½SE¼, SE¼SW¼
Township 30 North, Range 113 West, 6th P.M.
Section 1: S½NW¼, S½NE¼, N½SW¼, SE¼SW¼, SE¼
Section 2: Lot 1
Section 12: NE¼NE¼
Township 30 North, Range 112 West, 6th P.M.
Section 5: SW¼SW¼
Section 6: Lot 7, SE¼SW¼, NE¼SE¼, S½SE¼
Section 7: NE¼NE¼, NE¼ NW¼, Lot 1
Section 15: NE¼NW¼, S½NW¼, SW¼
Section 21: NE¼NE¼
Section 22: NE¼, N½NW¼, SW¼NW¼, N½SE¼

and recorded in book Oil and Gas 21/ at page 444 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 26th day of January 19 76

Belco Petroleum Corporation

ATTEST:

BY George E. Nugent
George E. Nugent
Attorney-in-Fact

By D. B. Martin
D. B. Martin - Vice President

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 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 15-335

SUBLETTE COUNTY CLERK
FEES
COUNTY CLERK
IN BOOK
PAGE
RECORDED
19 M

RECORDED Feb. 19 1976 9:00 A M
IN BOOK 52 Oil & Lse PAGE 214
FEES 4.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

ACKNOWLEDGMENT FOR CORPORATION

STATE OF TEXAS } ss.
COUNTY OF HARRIS }

I, Rebecca W. Yarbrough, a Notary Public in and for said County and State, do hereby certify that D. B. Martin, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Belco Petroleum Corporation, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice 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 26th day of January, A. D., 19 76

Rebecca W. Yarbrough
Notary Public

My Commission Expires: 6/1/77

Residing at Harris County, Texas

215

RELEASE OF OIL AND GAS LEASE

310 REV.

Tatlock's
Denver, Colorado 80202
Phone 266-1681

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned Belco Petroleum Corporation

being the owner of a certain oil and gas lease dated October 24, 1955 executed by James Francis Mickelson and Mae E. Mickelson, Lessor and Arthur B. Belfer, Lessee covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, NE¼SE¼
Section 35: NW¼SW¼, S½SE¼, SE¼SW¼
Township 30 North, Range 113 West, 6th P.M.
Section 1: S½NW¼, S½NE¼, N½SW¼, SE¼SW¼, SE½
Section 2: Lot 1
Section 12: NE¼NE¼
Township 30 North, Range 112 West, 6th P.M.
Section 5: SW¼SW¼
Section 6: Lot 7, SE¼SW¼, NE¼SE¼, S½SE¼
Section 7: NE¼NE¼, NE¼NW¼, Lot 1
Section 15: NE¼NW¼, S½NW¼, SW¼
Section 21: NE¼NE¼
Section 22: NE¼, N½NW¼, SW¼NW¼, N½SE¼

Oil and Gas Leases

and recorded in book 15/ at page 43 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 26th day of January 19 76

ATTEST:

BY George E. Nugent
George E. Nugent
Attorney-in-Fact

Belco Petroleum Corporation

By D. B. Martin
D. B. Martin - Vice President

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 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 152336

RECORDED February 19, 1976 9:00 AM
IN BOOK 52 of Lse PAGE 215
FEES 4.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

ACKNOWLEDGMENT FOR CORPORATION

STATE OF TEXAS } ss.
COUNTY OF HARRIS }

I, Rebecca W. Yarbrough, a Notary Public in and for said County and State, do hereby certify that D. B. Martin

to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Belco Petroleum Corporation, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice 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 26th day of January, A. D, 1976

Rebecca W. Yarbrough
Notary Public

My Commission Expires: 6/1/77

Residing at Harris County, Texas

FILMED

Producers 88 Spec.—U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 13th day of June, 19 75 by and between

Ted Miller and Emma F. Miller (Husband & Wife) P.O. Box 17208
Salt Lake City, Utah 84117
of 98 South Emerson Street
Denver, Colorado 80209, hereinafter called lessor (whether one or more) and M. N. Adelman

of , hereinafter called lessee:

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

and $ 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 27 North, Range 115 West, 6th P.M.

All of tracts 41A, 41B, 41C, & 41D Containing 160.00 acres more or less. & Also described as---

(SW¼SE¼: Section 23. NW¼NE¼: Section 26. NE¼NE¼: Section 26.
(NW¼NW¼: Section 25. Containing 160 acres more or less.

(A One Quarter) ¼ interest lease.

of Section 23, 25, 26 Township 27N. Range 115 W. and containing 160--- acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Walker Bank & Trust Co. Main Office Bank at Salt Lake City, Ut. 84110, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Forty & 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, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead 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:

Ted Miller (SEAL)
Emma F. Miller (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded Bk 56 Pg 571

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 .....
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. 152253

FROM .....

TO .....

Dated ....., 19.....

No. Acres .....

County, ...

This instrument was filed for record on the 20th day of February, 19 76, at 2:00 o'clock P. M., and duly recorded in Volume 520 of M. Page 216 of the records of this office.

Doris J. Clarke
County Clerk.

By Marilyn Carlton Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec.—U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 10th day of June, 19 75 by and between
Doyle D. Twitchell & Isabelle M. Twitchell (Husband & Wife)
600 Harney Street
of Laramie, Wyoming 82070, hereinafter called lessor (whether one or more) and M. N. Adelman
98 South Emerson Street
of Denver, Colorado 80209, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten 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 Wyoming, described as follows, to-wit:

All Of Tracts 41A, 41B, 41C, & 41D & Also described as

(The SW¼SE¼ Section 23: NW¼NE¼ Section 26: NE¼NE¼ Section 26:
(& NW¼NW¼ Section 25: Containing 160 acres more or less.

(A One-Half) ½ interest lease.

of Section S 23, 25, & 26 Township 27 North Range 115 West 6th P.M. and containing 160 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Of Kemmerer Bank at Kemmerer, Wyo. 82070, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty & 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, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead 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:

Doyle D. Twitchell (SEAL)
Isabelle M. Twitchell (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded Bk 56 pg 529

218

STATE OF WYOMING }
COUNTY OF ALBANY } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of June, 19 75, personally appeared Doyle D. Twitchell

and Isabelle M. Twitchell

, 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 November 2, 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 _____

No. 13651

FROM

TO

_____, 19_____

_____ County,

This instrument was filed for record on the 10th day of February, 19 76, at 9:00 o'clock A. M., and duly recorded in Volume 52 O&G Page 218 of the records of this office.

Geo. G. Starks
County Clerk.

By Lydia Lawler
Deputy.

Fee $ 4.50

When recorded return to

KINDEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

Producers 88 Serial
Wyoming

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th day of January, 19 76 by and between

H. Carl Wall and Ruth O. Wall, husband and wife

17556 Willow Tree Lane, Irvine, California

of

Thomas F. Stroock

of P.O. Box 2875, Casper, Wyoming

party of the first part, hereinafter called lessor (whether one or more) and

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

STATE OF California }
COUNTY OF Orange } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of February, 19 76, personally appeared H. Carl Wall and Ruth O. Wall, 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

OFFICIAL SEAL
RUTH M. OLSON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 27, 1978

Ruth M. Olson
Notary Public

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

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] SC-W-0532 [redacted]

Producers 88 Spec. C
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 20th day of January, 19 76 by and between

Richard Robertson, a married man dealing in his sole and seperate property

of 3930 Winter Garden Road, Orlando, Florida, hereinafter called lessor (whether one or more) and

Thomas F. Stroock

of P.O. Box 2875, Casper, Wyoming hereinafter called lessee:

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

STATE OF Florida
COUNTY OF Orange } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of Feb. 19 76, personally appeared Richard Robertson, a maried man dealing in his sole and seperate property

and

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

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

My Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES DEC. 20, 1978 BONDED THRU GENERAL INSURANCE UNDERWRITERS

Notary Public

State of
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

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

Mid-Continent Association Form

KINTZEL BLUE PRINT CO., [illegible] CENTER, CASPER.

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, Wyoming 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 January 20, 19 76, from Richard Robertson, a married man dealing in his sole and separate property, 3930 Winter Garden Road, Orlando, Florida, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book ____, page ____, 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 29: E½, SW¼
Section 32: N½N½

of Section ---, Township ---, Range ---, and containing 640.00 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, 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 16th day of February, 19 76.

Thos F. Stroock (SEAL)

Marta F. Stroock (SEAL)

(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 20th day of Feb., 19 76 at 9:00 o'clock A M., and duly recorded in book 520 of Misc. Page 224 of the records of this office.

Lou J. Yoke by Marilyn Carlton
Register of Deeds.

Fee $ 3.00

When Recorded Return to

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.....

STATE OF WYOMING }
COUNTY OF NATRONA } ss:

ACKNOWLEDGMENT
Single or Married

On this 16th day of February, 19 76, before me personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife,

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

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

Lois E. Howell
Notary Public

My Commission expires

County of Natrona State of Wyoming
My Commission Expires Nov. 28, 1979

224

RELEASE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MESA PETROLEUM CO., and PACIFIC TRANSMISSION SUPPLY COMPANY do hereby release all their right, title and interest in and to the following described oil and gas lease in Sublette County, Wyoming, to wit:

LEASE NO.:	05-0800-13-001-00
DATE:	February 2, 1966
LESSOR:	State of Wyoming 66-3324
LESSEE:	Phyllis L. Ackerman
DESCRIPTION:	T-36N, R-110W
	Section 16: All
RECORDED:	Assignment: Book 40, Page 243

EXECUTED this 3rd day of _____, 1976.

ATTEST:

By _____
Assistant Secretary

MESA PETROLEUM CO.

By _____
Vice President

ATTEST:

By _____
Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
~~Manager of Mineral Leases~~
Vice President

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 1976, by J. K. LARSEN, Vice President of MESA PETROLEUM CO., a Delaware corporation.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

152375

RECORDED February 23 19 76 2:15 P.M.
IN BOOK 52 of Misc PAGE 225
FEES $4.75 Lora J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

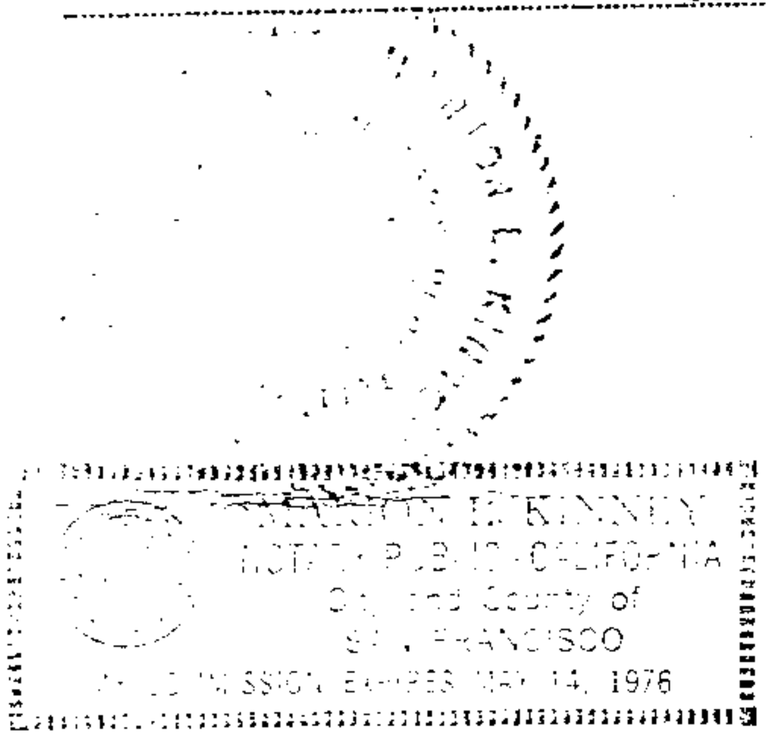
STATE OF CALIFORNIA
City and County of SAN FRANCISCO } ss.

On this 12th day of February, in the year 1976, before me, Marion L. Kinney,
a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared
M. H. CHANDLER and J. F. Taylor

known to me to be the Vice President 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
My Commission Expires May 14, 1976

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 18th day of February, 1976.

TEXACO Inc.

By _____
Agent and Attorney-In-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 30th day of January, 1976, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 30th day of January, 1976.

My commission expires on the 16th day of August, 1979.

_____
Notary Public within and for the City and County of Denver, State of Colorado.
Resides at DENVER, COLORADO

152208

FILED for record the 24 day of Feb. 1976 at 10:30 A.M.
IN BOOK 22 Misc. Rec. PAGE 228
FEES $5.50 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clinton

RECORDED
DESCRIPTION & DATA

228

EXHIBIT "A"

COUNTY Sublette STATE Wyoming

W-5894a Sublette,Wyo Piney
2000 acs 31N-115W Sec 8 S2, S2N2;
Sec 9 S2, S2NW4; Sec 15 W2, SE4; Sec
16 All
Trend
W-8/74
Fed.W-16400 1-1-69(12-69)

LESSOR LEASE DATE

RECORDED: BK 42 O&G PAGE 353

LESSOR LEASE DATE

RECORDED: BK PAGE

W-5995a Sublette,Wyo Piney
160 acs 31N-115W Sec 17 NE4.
Trend
W-8/74
Fed.W-16398 1-1-69(12-68)

LESSOR LEASE DATE

RECORDED: BK 42 O&G PAGE 358

LESSOR LEASE DATE

RECORDED: BK PAGE

[redacted]

LESSOR LEASE DATE

RECORDED: BK PAGE

LESSOR LEASE DATE

RECORDED: BK PAGE

W-5996a Sublette,Wyo Piney
255.46 acs 31N-115W Sec 17 All;
Sec 20 All; Sec 21 All; Sec 22 All
Trend
W-8/74
Fed.W-16395 1-1-69(12-68)

LESSOR LEASE DATE

RECORDED: BK 42 O&G PAGE 363

LESSOR LEASE DATE

RECORDED: BK PAGE

[redacted] [redacted] [redacted]

[redacted]32N, R113W, 6th P.M. [redacted]

Sec. 8: SE¼SE¼
Sec. 10: Lot 4, SW¼NW¼, W½SW¼
Sec. 15: E½SW¼, SW¼SW¼

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 12th day of December, 1975.

ACCEPTED [illegible] 1976

[illegible]

TRACT(s) 7

M Williams
Address: 2608 S Allison St
Lakewood Colo 80227

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by J. V. Kowalski, as Vice President of DEPCO, Inc.

13th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
September 17, 1976

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by M A Williams.

12th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
Jan 29, 1979

M D Stagnitta
Notary Public

152925
FILED for RECORD at 2:00 P.M. Dec 22 1975
IN BOOK 52 Rec'd Misc PAGE 230
FEES $7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING

THE RATIFICATION AND JOINDER INSTRUMENT TO THE ASPEN RIDGE UNIT, ATTACHED HERETO, EXECUTED BY M. A. WILLIAMS, IS ACCEPTED AND AGREED TO BY:

ATTEST:

Charlotte L Wild
Assistant Secretary
Charlotte L. Wild
Date December 13, 1975

~~ATTEST~~

~~ASSISTANT SECRETARY~~
Date JAN 14 1976

Date January 19, 1976

Date February 2, 1976

DEPCO, INC.

BY O. J. Kowalski
Vice President
J. V. Kowalski

SOHIO PETROLEUM COMPANY

BY C E Storm Jr.
~~ATTORNEY IN FACT~~
C. E. Storm, Jr.
Agent and Attorney in Fact

DAVIS OIL COMPANY

BY Paul Dressinger
Attorney in Fact

SOUTHLAND ROYALTY COMPANY

BY Kendrick B Brown
Senior Vice President

FED 11 1976
CASPER, WYOMING

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by C. E. Storm, Jr. as Agent and Attorney in Fact of SOHIO PETROLEUM COMPANY.

14th day of January, 1976.

WITNESS my hand and official seal.

My Commission Expires Aug. 3, 1977

Notary Public

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this the 19th day of January, 1976, before me, a Notary Public in and for said County and State, personally 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 for the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed said 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:
My Commission expires July 7, 1979

Notary Public

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Donald B. Brown Senior Vice Pres., 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 SOUTHLAND ROYALTY COMPANY, 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 2nd day of February, 19 76.

Theresa Wagenseller
Notary Public in and for Tarrant County, Texas

Theresa Wagenseller, Notary Public
in and for Tarrant County, Texas
My commission expires June 1, 1977

My commission expires:
June 1, 1977

T32N, R113W, 6th P.M.
Sec. 9: Lots 1, 2, S½NE¼, SW¼SW¼, E½SW¼, W½SE¼
Sec. 17: E½, SW¼

T32N, R113W, 6th P.M.
Sec. 8: SE¼SE¼
Sec. 10: Lot 4, SW¼NW¼, W½SW¼
Sec. 15: E½SW¼, SW¼SW¼

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Aspen Ridge Unit Area, County of Sublette, State of Wyoming, dated November 28, 1975, 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 interests 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 December, 1975.

ATTEST:

Assistant Secretary

INEXCO OIL COMPANY
1100 Milam Bldg., Suite 1900
Address: Houston, Texas 77002

By: William G. Goodwin
William G. Goodwin, Vice President

TRACT(s) 5, 7, 13

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me by William G. Goodwin, as Vice President of Inexco Oil Company.

11th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
June 1, 1977

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by J. V. Kowalski as Vice President of DEPCO, Inc.

13th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
September 17, 1976.

253426

FILED for record this 22 day of January, 1976 at 9:00 o'clock A.M.
IN BOOK 53 Oil & Gas Lease PAGE 231
FEES $ 7.50 Lois D. Clark COUNTY
SUBLETTE COUNTY, PINEDALE, WYO.
by Marilyn Kerton

THE RATIFICATION AND JOINDER INSTRUMENT TO THE ASPEN RIDGE UNIT, ATTACHED HERETO, EXECUTED BY INEXCO, INC., IS ACCEPTED AND AGREED TO BY:

ATTEST:

Charlotte L Wild
Assistant Secretary
Charlotte L. Wild
Date December 13, 1975

~~ATTEST:~~

~~Assistant Secretary~~

Date JAN 14 1976

Date January 19, 1976

Date February 2, 1976

DEPCO, INC.

By _____
Vice President
J. V. Kowalski

SOHIO PETROLEUM COMPANY

By _____
~~Vice President~~
C. E. Storm, Jr.
Agent and Attorney in Fact

DAVIS OIL COMPANY

By Paul Dressinger
Attorney in Fact

SOUTHLAND ROYALTY COMPANY

By _____
Senior Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by C. E. Storm, Jr. as Agent and Attorney in Fact of SOHIO PETROLEUM COMPANY.

17th day of January, 1976.

WITNESS my hand and official seal.

My Commission Expires Aug. 3, 1977

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this the 19th day of January, 1976, before me, a Notary Public in and for said County and State, personally 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 for the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed said 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.

Notary Public

My Commission Expires:
My Commission expires July 7, 1979

FILED
CASE

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Arnold B Brown, Senior Vice Pres; 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 SOUTHLAND ROYALTY COMPANY, 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 2nd day of February, 1976.

Theresa Wyatt Smith
Notary Public in and for Tarrant County, Texas

THERESA WYATT SMITH, Notary Public
in and for Tarrant County, Texas
My Commission Expires June 1, 1977

My commission expires:
June 1, 1977

[redacted] [redacted] RECEIVED [redacted] 3 0 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".

152554

Filed for record this 2nd day of March A.D. 19 76 9:00 A.M.
BOOK [illegible] PAGE [illegible]
FEES $ 11.50 Lois J. Hafer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clendon

233

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 R J Ackerman
General Partner

By W A Sears Jr
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 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

Janice M. Brabeer -- Notary Public
County of Natrona
State of Wyoming
My Commission Expires May 17, 1978

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, E½NW¼, NE¼SW¼, N½NE¼
Township 29 North, Range 113 West, 6th P.M.
Section 12: NE¼, N½SE¼
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, E½NW¼
Township 29 North, Range 113 West, 6th P.M.
Section 12: S½SE¼
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, SE¼NW¼, S½NE¼, NW¼SE¼
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 SE¼SE¼ 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, E½SW¼, N½SE¼, SW¼SE¼
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: SE¼SE¼
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 [XX] Corporation #W-43065
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 [illegible] 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 [illegible] signed's knowledge and belief and are made in good faith.

Executed this 16th day of June, 19 75.

PINNACLE OIL CORPORATION

ATTEST:

Secretary-Treasurer

R. J. Ackerman, President
(Assignee's Signature)

with acknowledgment added

P. O. Box 1430
Casper, WY 82601

(Address, include zip code)

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

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

GENERAL INSTRUCTIONS

1. *Use of form* – This 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 any stock held by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is held or controlled by or on behalf of any one alien or foreign address, full showing of his citizenship and business must be furnished.

If evidence of qualifications and authority has previously been furnished as required by the regulations, reference by serial number of record in which it was filed will suffice in lieu of statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations at [illegible]

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

[illegible]

Form 3106-5 (February 1971)

[illegible]

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

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

(SEAL)

.....
Notary Public.

My Commission [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.

Qualification on file N-037000

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, 1975

BRINKERHOFF DRILLING COMPANY, INC.

ATTEST:

By: _____
(Assignee's Signature)

M. H. BRINKERHOFF, VICE PRESIDENT

[redacted] ASSISTANT SECRETARY

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 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, 1975.

(Assignee's Signature)

ZACH K. BRINKERHOFF, JR.

212

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.

(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
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.

Qualifications on file-A-0167604

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 4th day of June , 19 75

ATTEST:

Secretary-Treasurer

RODEN DRILLING COMPANY

By:
(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 2893, Casper, WY 82601
(Address, include zip code)

[redacted]

RECEIVED

FEB 2 6 1976

HELMET

ASSIGNMENT OF RIGHTS IN OPERATING AGREEMENT

This Assignment of Rights in Operating Agreement made and entered into this 11th day of December, 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 an undivided one-half of Belco's interest in the exclusive right and privilege of operating, testing and developing the following described lands and United States Oil and Gas Lease, to certain depths described in said Operating Agreement, reference being made to said Operating Agreement for all of the various terms, provisions and conditions hereof, described as follows:

Wyoming -27645 (formerly Wyoming -05504:

Township 30 North, Range 113 West, 6th P.M.
Section 14: SESE
Sublette County, Wyoming

insofar as said lease covers formations occuring between the surface of the Earth and the depth of 4,032' subsurface.

Whereas, Chandler, By Assignment of Rights in Operating Agreement dated October 11, 1971, assigned to Petro-Search an undivided 32% of its interest in said Operating Agreement dated February 25, 1970, insofar as it covered certain of the leases, land and formations described in said Operating Agreement.

Whereas, by Assignment of Operating Rights dated January 31, 1974, Petro-Search, Inc. assigned to Helmet an undivided 15.7650992% in and to the rights and privileges under said Operating Agreement dated February 25, 1970, as referenced hereinabove, insofar as as the same covered the leases, lands and formations depths described above.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Petro-Search does hereby sell, assign, transfer and convey unto Helmet an undivided .2349008% in all of the rights and privileges of the Operating Agreement dated February 25, 1970 between Belco and Chandler, as referred to above, insofar as the same covers the leases, lands and formations described below:

Wyoming -27645 (formerly Wyoming -05504):

Township 30 North, Range 113 West, 6th P.M.
Section 14: SESE

Sublette County, Wyoming

insofar as said lease covers formations occurring between the surface and the depth of 4,082 feet.

By its acceptance of this Assignment, Helmet does hereby assume a proportionate part of the obligations of said Operating Agreement and accepts the Assignment subject thereto as well as to the terms and provisions of the basic oil and gas lease(s) underlying said operating rights, any unit agreements and contracts between the parties hereto to which said rights and oil and gas lease(s) 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 of title, 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 royalty payable to the United States, aggregate in excess of 17.5%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels per day or less.

4. Petro-Search hereby expressly accepts, reserves and retains title to an undivided 9.375% of .2349008% overriding royalty interest 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. Said overriding royalty interest shall be free and clear of any cost and expense of the development and operation thereof excepting taxes applicable to said interest in the production therefrom.

5. This Assignment shall inure to and be binding upon the respective parties hereto, their successors and assigns. Its terms shall be covenants running with the ownership of the above described oil and gas lease(s) and the interests conveyed hereby, and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

[redacted] [redacted] [redacted]

EXECUTED as of the day and year first above written.

ATTEST:

Assistant Secretary

PETRO-SEARCH, INC.

James K. Munn, Vice President

ATTEST:

Assistant Secretary

HELMET PETROLEUM CORPORATION

Frederick L. Stead, President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of December, 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 COLORAD)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of December, 1975, by Frederick L. Stead as 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 no 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 that 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 14th day of January, 1976

ATTEST:

Hunter J. Dench
Assistant Secretary

HELMET PETROLEUM CORPORATION

Frederick L. Stead
Frederick L. Stead, President

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.

AMENDMENT NO. 2

TO STATEMENT OF BENEFICIAL INTEREST

RE: Oil and Gas Lease from United States of America bearing Serial No. Wyoming - 27645 (formerly Wyoming - 05504), insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 30 North, Range 113 West, 6th P.M.
Section 14: SESE

KNOW ALL MEN BY THESE PRESENTS:

Petro-Search Inc., a Delaware corporation, qualified to own oil and gas leases from the United States in Case File Wyoming 2883, hereby states and declares:

1. On October 26, , 19 71 , the undersigned executed a Statement of Beneficial Interests setting forth the beneficial ownership of the referenced oil and gas lease as to the referenced land only, which is in the name of Petro-Search, Inc.

2. On January 31 , 19 74 , the undersigned executed Amendment No. 1 to said Statement of Beneficial Interest to reflect certain conveyances theretofor made to Helmet Petroleum Corporation.

3. The undersigned have by separate instruments, assigned and conveyed to Helmet Petroleum Corporation the following percentages of the interest owned by them in the referenced oil and gas lease and leasehold estate, as to the referenced land only:

Beneficial Owner	Percent of Interest Conveyed
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	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 lease and leasehold estate as to the referenced land only, which is in the name of Petro-Search, Inc., is now actually owned as follows:

Beneficial Owner	Percent of Interest Retained
1968-1969 Petro-Search Fund Oil Exploration Program 69-1	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 October 25, 19[illegible], as amended by Amendment No. 1 dated January 31, 19[illegible], remains unchanged and 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 11th day of December, 19[illegible],

ATTEST

PETRO-SEARCH, INC.

BY: _____
W. H. Monce
Assistant Secretary

BY: _____
James K. Munn
Vice President

BY PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation, as General Partner of each limited partnership

ATTEST

BY: _____
N. R. Nonce
Assistant Secretary

BY: _____
James K. Munn
Vice President

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 4th day of March, 1976, personally appeared James K. Munn, Vice President of Petro-Search, Inc., a Delaware corporation, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:

December 16, 1977

_____
Notary Public

152571

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

RECORDED March 4 1976 9:00 A.M.
IN BOOK 52 Oil and Gas Lse PAGE 247
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of March, 1976, personally appeared James K. Munn, Vice President of PETRO-SEARCH OIL & GAS FUND, INC., a Delaware corporation, General Partner of each limited partnership, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:

December 16, 1977

_____
Notary Public

RECEIVED
FEB 23 1976
HELMET PETR.

ASSIGNMENT OF RIGHTS IN OPERATING AGREEMENT

This Assignment of Rights in an Operating Agreement made and entered into this 11th day of December, 1975, by and between Petro-Search, Inc. of 825 Petroleum Club Building, Denver, Colorado 80202, as Assignor, and Helmet Petroleum Corporation of 1016 Metrobank Building, 475 17th Street, Denver, Colorado 80202, as Assignee,

W I T N E S S E T H:

Whereas, Belco Petroleum Corporation by Operating Agreement dated April 1, 1971 assigned to Chandler & Associates an undivided one-fourth interest as to all of the NWNW Section 10, Township 30 North, Range 113 West, of Belco's interest in the exclusive right and privilege of operating, testing and developing certain lands hereinabove described, including all depths expressed in said Operating Agreement, and the right, together with Belco, to exercise the rights and privileges granted to the Lessee under the terms of the oil and gas lease covering said lands, reference being made to said Operating Agreement for all of the various terms, provisions and conditions hereof; and

Whereas, Chandler by Partial Assignment of Rights in Operating Agreement dated July 21, 1971 assigned to Petro-Search an undivided 16% of Chandler's interest in said Operating Agreement of April 1, 1971, insofar as it covers the lease, lands and formations hereinafter described; and,

Whereas, Petro-Search by Partial Assignment of Rights in Operating Agreement dated January 29, 1974 assigned to Helmet an undivided 3.941274929% in said Operating Agreement of April 1, 1971, insofar as it covered the lease, lands, and formations hereinafter described; and

Now, therefore, the parties desire that Petro-Search assign to Helmet an undivided .05872508% in said Operating Agreement dated April 1, 1971, insofar as it covers the lease, lands and formations hereinafter described, along with a like interest in and to all personal property and equipment therein or thereon or used or obtained in connection therewith.

Therefore, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Petro-Search does hereby sell, assign, transfer and convey unto Helmet Petroleum Corporation an undivided .05872508% in all of the rights and privileges in and to the Operating Agreement dated April 1, 1971, by virtue of Petro-Search's having received said interest through the Partial Assignment of Rights in Operating Agreement dated July 21, 1971, as referred to above, insofar as the same covers the lease, lands, and all formations shown below, along with

[redacted] a like interest in and to all personal property and equipment therein or thereon or used or obtained in connection therewith.

USA Wyoming - 27645

Township 30 North, Range 113 West, 6th P.M.
Section 10: NWNW
Sublette County, Wyoming

By its acceptance of this Assignment, Helmet does hereby assume a proportionate part of the obligations of said Operating Agreement and other obligations which burden Petro-Search's interest and accepts this assignment subject thereto as well as to the terms and provisions of the basic oil and gas lease underlying said operating rights, any unit agreements, unit operating agreements, or other operating agreements and contracts and farmout agreements to which said rights and oil and gas lease may be subject, and to all royalty, overriding royalty and other encumbrances of record. This Assignment is subject to the following further terms and conditions:

1. This Assignment is made without warranty of title, either expressed or implied.

2. Either party may, if it so elects, file this Partial Assignment of Operating Agreement for approval with the appropriate office representing the Lessor. Each party agrees to furnish to the other all further documents and things reasonably requested in order to obtain such approval.

3. The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17.5%, shall be suspended when the average production of oil per well per day, averaged on the monthly basis, is 15 barrels per day or less.

4. Petro-Search hereby expressly accepts, reserves and retains title to an undivided 9.375% overriding royalty interest proportionately reduced to the interest herein assigned of all oil, gas and casinghead gas produced, saved and marketed from the lands and under the provisions of the lease(s) described above, or any extension or renewal thereof, as an overriding royalty free and clear of any cost and expense of the development and operation thereof excepting taxes applicable to said interest in the production therefrom.

5. This Assignment shall inure to and be binding upon the respective parties hereto, their successors and assigns. Its terms shall be covenants running with the ownership of the above described oil and gas lease(s) and the interests conveyed hereby, and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

EXECUTED as of the day and year first above written.

ATTEST:

Assistant Secretary

PETRO-SEARCH, INC.

James K. Munn, Vice President

ATTEST:

Assistant Secretary

HELMET PETROLEUM CORPORATION

Frederick L. Stead, President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of December, 1975, by James K. Munn as Vice President of Petro-Search, Inc.

Witness my hand and official seal.

My Commission Expires:

February 19, 1979

Notary Public

STATE OF COLORAD)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of December, 1975, by Frederick L. Stead as 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 14th day of January, 1976

ATTEST:

Glenda J. Dennick
Assistant Secretary

HELMET PETROLEUM CORPORATION

Frederick L. Stead
Frederick L. Stead, President

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.

152572

RECORDED March 4 19 76 9:00 A.M
IN BOOK 520 & D Lse PAGE 251
FEES $7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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 .0256% 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 12th day of December, 1975.

ATTEST:

BY: _____
Assistant Secretary

PETRO-SEARCH, INC.

BY: _____
James K. Munn, Vice President

152573

RECORDED March 4, 19 76 9:00 AM
IN BOOK 52 O & G Lease PAGE 255
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Corp[redacted]ion, dated 12th day o[redacted]ember, 1975.

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of November, 1975 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.

Laura Madden
Notary public

My Commission expires: March 6, 1979

EXHIBIT "A"
TO
THAT CERTAIN OVERRIDING ROYALTY ASSIGNMENT
FROM
PETRO-SEARCH, INC. to HELMET PETROLEUM CORPORATION
DATED December 12, 1975

USA Wyoming - 27645

Township 30 North, Range 113 West, 6th P.M.

Section 10: NWNW

Sublette County, Wyoming

[redacted] ASSIGNMENT OF OVER[redacted] ROYALTY INTEREST IN

U. S. OIL AND GAS LEASE

WYOMING 12573-A

This Overriding Royalty Assignment, made this 13th day of January, 19 76, by and between

Dorothy M. Vail
P.O. Box [redacted] 1194 Riviera Dr. 86442
[redacted]

whose address is

hereinafter called Lessee; and

Joan 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 6-1, 19 68

bearing Serial No. 12573-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 37 North, Range 114 West 6 P.M.
Section 21: E½

Containing 320.00 acres, more or less

152585

RECORDED March 5 1976 9:00A M
IN BOOK 52 Oil & Gas PAGE 258
FEES $ 3.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, Therefore, in consideration of the premises and the sum of Ten and No/100 - - - Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her 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 ~~term of lease~~

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

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

X Dorothy M Vail
Dorothy M. Vail
Lessee

STATE OF Arizona)
COUNTY OF Pinal)

The foregoing instrument was acknowledged before me by Dorothy M Vail

this 9 day of February, 1976.

Witness my hand and official seal.

Notary Public

My commission expires

My Commission Expires Oct. 23, 1[illegible]

358

— 259

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

U. S. OIL AND GAS LEASE

WYOMING 12573

This Overriding Royalty Assignment, made this 13th day of January, 1976, by and between

Dorothy M. Vail
P.O. Box 1194 Riviera Az. 86442

whose address is

hereinafter called Lessee; and

Joan 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 6-1, 1968

bearing Serial No. 12573, 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 37 North, Range 114 West 6 P.M.
Section 28: E½

Containing 320.00 acres, more or less

152586

RECORDED March 5, 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 259
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, Therefore, in consideration of the premises and the sum of Ten and No/100 - - - Dollars, and other valuable consideration, receipt whereof is bereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her 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 term of lease

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

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

X Dorothy M Vail
Dorothy M. Vail

Lessee

STATE OF Arizona)
COUNTY OF Mohave)

The foregoing instrument was acknowledged before me by Dorothy M Vail

this 9 day of February, 1976.

Witness my hand and official seal.

Notary Public
My Commission Expires Oct. 23, 1979

My co[redacted]on expires

15134-15145

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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
1010 Denver Club Building
Denver, Colorado 80202

hereinafter called Assignee, an undivided 3/8ths interest 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 5th day of December, 1975.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact.

STATE OF COLORADO)
) SS
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 5th day of December 1975, 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

152587

RECORDED March 5 19 76 9:00 A M
IN BOOK 52 O & G Lse PAGE 260
FEES $21.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	INTEREST ASSIGNED BEAR THE ORRI BURD OF
D-6130	Helen L. O'Brien	Thomas F. Stroock	9-10-75	T. 33 N., R. 113 W., 6th P.M. Section 34: NE/4NE/4 Section 35: N/2	51	585	2.625%
D-6131	James F. Mickelson	Thomas F. Stroock	8-26-75	T. 32 N., R. 113 W., 6th P.M. Section 7: Lots 1, 2, 3, 7, S/2NE/4, SE/4NW/4, N/2SE/4 Section 8: Lots 3, 4, SW/4NW/4, S/2SW/4, W/2SE/4 Section 17: NW/4 Section 18: Lots 1, 2, (W/2NW/4) T. 33 N., R. 113 W., 6th P.M. Section 31: S/2NE/4, SE/4 Section 32: S/2N/2, S/2 Section 33: S/2N/2, S/2 Section 34: W/2 T. 32 N., R. 114 W., 6th P.M. Section 11: Lot 1, S/2NE/4, SE/4, N/2SW/4, SE/4SW/4 Section 12: Lot 4, S/2SW/4, SW/4SE/4 Section 13: N/2N/2, SE/4NE/4, SW/4NW/4 Section 14: NE/4NE/4 T. 33 N., R. 114 W., 6th P.M. Section 34: SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Section 35: SW/4, W/2SE/4, SE/4SE/4	51	587	2.625%
D-6132	Ronald W. Ball	Thomas F. Stroock	9-23-75	T. 33 N., R. 112 W., 6th P.M. Section 30: NE/4	51	633	2.625%

AVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	ASSIGNED SH BEAR THE FU ORRI BURDEN OF
-6133-A	Ronald W. Ball	Thomas F. Stroock	9-23-75	T. 33 N., R. 112 W., 6th P.M. Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4	51	635	2.625%
33-B	Luella E. Nordlie	Thomas F. Stroock	9-25-75	T. 33 N., R. 112 W., 6th P.M. Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4	51	637	2.625%
-6134-A	Ronald W. Ball	Thomas F. Stroock	9-11-75	T. 33 N., R. 113 W., 6th P.M. Section 25: S/2NE/4, SE/4, E/2SW/4	51	599	2.625%
-6134-B	Luella E. Nordlie	Thomas F. Stroock	9-11-75	T. 33 N., R. 113 W., 6th P.M. Section 25: S/2NE/4, SE/4, E/2SW/4	51	578	2.625%
-6135	Gordon M. Mickelson	Thomas F. Stroock	8-28-75	T. 33 N., R. 113 W., 6th P.M. Section 5: SW/4, W/2SE/4 Section 6: Lots 6, 7, E/2SW/4, SE/4 Section 7: Lot 1, E/2NW/4, NE/4, NE/4SW/4, N/2SE/4 Section 8: NW/4, W/2NE/4, SE/4NE/4, N/2SW/4, NW/4SE/4, NE/4SE/4, SE/4SE/4 Section 9: SW/4NW/4, N/2SW/4 Section 15: W/2W/2 Section 17: E/2NE/4 T. 33 N., R. 114 W., 6th P.M. Section 1: NE/4SE/4, S/2SE/4, SE/4SW/4 Section 12: N/2NW/4, SW/4NW/4, NE/4NE/4, S/2NE/4	51	593	2.625%
6136-A	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 114 W., 6th P.M. Section 23: W/2SE/4, SE/4SE/4 Section 24: SW/4 Section 25: N/2NW/4, SW/4NW/4 Section 26: NE/4	51	607	2.625%

LEASE SCHEDULE

EXHIBIT "A", PAGE 3 STATE OF WYOMING, COUNTY OF SUBLETTE

DAVIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	INTEREST ASSIGNED SI BEAR THE FU ORRI BURDEN OF
D-6136-B	Michael Warren	Thomas F. Stroock	9-10-75	T. 32 N., R. 114 W., 6th P.M. Section 23: W/2SE/4, SE/4SE/4 Section 24: SW/4 Section 25: N/2NW/4, SW/4NW/4 Section 26: NE/4	51	631	2.625%
D-6137	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 114 W., 6th P.M. Section 13: SW/4SE/4, SE/4SW/4 Section 23: SE/4NE/4, NE/4SE/4 Section 24: NW/4	51	605	2.625%
D-6138-A	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F. Stroock	8-28-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51	595	2.625%
D-6138-B	Ronald W. Ball	Thomas F. Stroock	9-11-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51	597	2.625%
D-6138-C	Luella E. Nordlie	Thomas F. Stroock	9-11-75	T. 32 N., R. 113 W., 6th P.M. Section 11: N/2S/2 Section 12: Lots 1, 2, N/2S/2 T. 32 N., R. 112 W., 6th P.M. Section 7: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4 Section 8: SW/4SW/4	51	580	2.625%

LEASE SCHEDULE

EXHIBIT "A", PAGE 4 STATE OF WYOMING, COUNTY OF SUBLETTE

VIS LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE	INTEREST ASSIGNED SHALL BEAR THE FULL ORRI BURDEN OF
6139	The First National Bank of Kemmerer, as Trustee of the Fear Family Trust	Thomas F Stroock	8-28-75	T. 32 N., R. 113 W., 6th P.M. Section 10: S/2SE/4 Section 11: SW/4SW/4 Section 15: NW/4NE/4, NE/4NW/4, S/2NW/4, NW/4SW/4 Section 20: E/2NE/4, SW/4NE/4, N/2SE/4, SW/4SE/4 Section 21: NW/4NE/4, NW/4, NW/4SW/4	51	603	2.625%
6140	Gordon M. Mickelson	Thomas F. Stroock	9-9-75	T. 31 N., R. 113 W., 6th P.M. Section 19: S/2NE/4 Section 21: E/2SE/4 Section 22: S/2 Section 23: N/2SW/4 Section 27: W/2NE/4, E/2NW/4, NW/4NW/4, NW/4SE/4 Section 28: N/2NE/4	51	591	2.625%
6158-A	James A. Greenwood	Thomas F. Stroock	9-9-75	T. 33 N., R. 113 W., 6th P.M. Section 20: S/2SE/4 Section 21: SW/4SW/4, E/2SW/4, SE/4 Section 22: W/2SW/4 Section 27: W/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Section 28: All Section 29: E/2, SW/4 Section 30: Lots 3, 4, E/2SW/4, N/2SE/4 Section 32: N/2N/2 Section 33: N/2N/2 Section 34: NW/4NE/4	51	589	2.625%

764

A F F I D A V I T

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

JOSEPH L. SCHOCKEN, being first duly sworn, on oath deposes and says:

That I am a General Partner of ENI EXPLORATION COMPANY-III, a Washington limited partnership, and as such am duly authorized and empowered to execute the attached Limited Partnership Agreement of ENI EXPLORATION PROGRAM-1976 I (the "Partnership"), pursuant to Powers of Attorney executed by all Limited Partners of the Partnership, copies of which were filed with the Clerk of the King County Superior Court, State of Washington, on February 18, 1976.

Joseph L. Schocken

SUBSCRIBED AND SWORN to before me this 19 day of February, 1976.

JESSIE CARVER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 19, 1978

NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My Commission expires: 19 Oct 78

152588

RECORDED March 5, 1976 9:00 A.M
IN BOOK 52 Oil and Gas Lse PAGE 265
FEES $175.50 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clinton

[redacted]

2.00

CERTIFIED COPY

FILED
'76 FEB 19 AM 11:37
KING COUNTY
WASHINGTON

55129 • 0205 Rec—L

FEB-19-76

AMENDED
LIMITED PARTNERSHIP AGREEMENT
ENI EXPLORATION PROGRAM - 1976 I

THIS LIMITED PARTNERSHIP AGREEMENT ("Agreement") is made and entered into as of the date set forth below, by and among ENI Exploration Company-III, a Washington limited partnership (the "General Partner"), as general partner, and each of the persons who shall become limited partners pursuant to this Agreement (such limited partners being referred to herein collectively as "Limited Partners" and individually as "Limited Partner"), in accordance with the provisions of the Washington Uniform Limited Partnership Act (the "Act").

ARTICLE I
ORGANIZATION

1.1 Name. The name of this Limited Partnership shall be ENI EXPLORATION PROGRAM - 1976 I (the "Partnership"). The business of the Partnership, however, may be conducted under any other name selected by the General Partner.

1.2 Formation of Partnership and Business Purpose. The General Partner and the Limited Partners hereby form a limited partnership pursuant to the Act for the purpose of engaging in all aspects of the oil and gas business, including without limitation the acquisition, exploration, development, operation and disposition of Property Interests (as that term is hereinafter defined in Section 1.7) and of the production therefrom, all in areas within or under the jurisdiction of the United States of America.

1.3 To the extent that the laws of the state of Louisiana shall be applicable to the Partnership, the Partnership is intended to be a partnership in commendam and the Limited Partners are intended to be partners in commendam under such laws. To comply with the laws of the state of Louisiana, the business of the Partnership shall be conducted in such state only under the name of the General Partner.

1.4 Principal Place of Business. The principal place of business of the Partnership shall be at 1401 Bank of California Center, Seattle, Washington 98164, or at such other place as the General Partner may from time to time designate in writing delivered to the Limited Partners. In addition, the Partnership may maintain such other offices at any other place or places as the General Partner may deem advisable.

1.5 Term of the Partnership. The Partnership shall commence as of the filing and recording of the certificates for formation of the Partnership as required by the laws of the state of Washiangton; and shall continue thereafter until December 31, 2001, unless sooner terminated in accordance with the provisions of Article VII hereof.

1.6 Certificate of Limited Partnership. A certificate of the limited partnership hereby created shall be recorded in accordance with the Act. In addition, the General Partner may file and publish such other notices, certificates, statements or other instruments as the General Partner may deem necessary or appropriate to comply with any provision of any law in the United States or any state, province or other jurisdiction which may govern the formation of this limited partnership or the conduct of its business from time to time.

1.7 Definitions. The following are definitions of certain technical terms used in this Agreement and not otherwise defined herein:

(a) Acquisition Expenses. The costs, expenses and liabilities incurred by the Partnership in acquiring leases. The costs and expenses to be treated as Acquisition Expenses shall be (a) lease bonus paid to landowner or others; (b) commissions paid to lease brokers; (c) costs of title opinions; (d) fees paid to and expenses of outside landmen or scouts who attempt to acquire leases; (e) recording fees; (f) costs of abstracts; (g) fees paid to and expenses of outside geologists and geophysicists who perform services; (h) costs of acquiring seismic data, seismic exploration rights and other costs related thereto; (i) any and all consideration paid to others for assignments of leasehold interests or rights to acquire interests, whether paid as a cash sum, a percentage of drilling costs in excess of percentage interest acquired, or otherwise; (j) any delay rentals and (k) any other costs related to acquisition of leasehold interests, including engineering services contracted for prior to formation.

(b) Additional Broker Compensation. The additional contingent amount payable to ENI Corporation, as broker, which shall be an amount equal to one percent (1%) of the net revenue, less debit service, otherwise available for distribution to the General and Limited Partners before Payout and thereafter, an amount equal to four percent (4%) of the net revenue otherwise available for distribution. Such computation and payment shall be made before computation and payments pursuant to Article IV. In the event of sale of property and a distribution to Partners,

or any other disposition of all or any portion of the Partnership property which results in a distribution to Partners, ENI Corporation shall receive an amount equal to one percent (1%) of the fair market value of all Partnership Property until such time as all distributions to the Limited Partners equals Payout and an amount equal to four percent (4%) of the fair market value of all Partnership Property otherwise available for distribution thereafter.

(c) Affiliate. Any person or entity that directly, or indirectly controls, or is controlled by, or is under common control with, another person or entity.

(d) Capital Accounts. A capital account shall be established for each partner.

The initial balance of each partner's capital account shall be the amount of cash he contributes to the Partnership. Each partner's capital account shall be increased only for all additional contributions to the Partnership that he makes. Each partner's capital account shall be reduced only for all amounts of cash distributed to him, and the fair market value of all property distributed to him; all special allocation costs and expenses allocated to him pursuant to sections 4.2 and 4.4, but in no event shall it be less than zero.

Any and all amounts distributed to the General Partner as a mangement fee and/or as compensation or reimbursement for general office and administative services shall not reduce the General Partner's capital account.

(e) Capital Contributions. The capital contributions to the Partnership actually made by the Partners.

(f) Capital Costs. Geological and geophysical costs, lease acquisition and related costs and costs of acquiring certain tangible property in connection with drilling and completion of a well, which tangible property is ordinarily considered as having a salvage value, such as pipe, casing, tubing and equipment; such costs must be capitalized and are not subject to the election relating to intangible drilling and development costs provided in Section 263(c) of the Internal Revenue Code of 1954, as amended, and the applicable Regulations.

(g) Completion Expenses. The costs, expenses and liabilities incurred by the Partnership in completing or

attempting to complete a well, in acquiring, and installing production equipment, or in reentering, deepening or plugging back a well on a property.

(h) Debt Service. Any amounts actually paid by the Partnership on all debt incurred by the Partnership, including principal and interest.

(i) Delay Rentals. Expenditures made for the purpose of gaining additional time in which to explore or develop leases or to retain leasehold interests.

(j) Development Well. Any well in which the Partnership has an interest and which is not an Exploratory Well.

(k) Exploratory Well. A well which at the time it is commenced is either drilled in search of a new and previously undiscovered pool of oil, gas or other hydrocarbon substance, or is drilled with the hope of greatly extending the limits of a pool already developed. For purposes of this Partnership, Exploratory Well means the first well drilled by the Partnership on a Prospect, and if the first well is not completed as a well capable of producing oil and gas for a period of ninety days, then any subsequent well drilled on the same Prospect through and including the first well on said Prospect which is completed as a well capable of producing oil or gas for a period of ninety days.

(l) Intangible Drilling and Development Costs. All costs in connection with the drilling and completion of a well which are subject to the election of capitalizing or charging to expense as provided in Section 263(c) of the Internal Revenue Code of 1954, as amended, and the applicable Regulations; including such items as wages, fuel, hauling and supplies incident to and necessary for the drilling of wells and the preparation of the wells for the production of oil and gas.

(m) Net Revenue. The excess of revenues received by the Partnership over operating costs and services, production and similar taxes.

(n) Offering Costs. The expenses of offering Units to prospective Investors, including without limitation, printing costs and legal and accounting fees incurred in connection with the preparation of this Agreement, the Offering Memorandum and the registration of the Units pursuant to any applicable state securities act. Offering Costs include brokers' commissions paid at closing of the sale of Units and the fee paid to Wells Fargo Bank, N.A. as offeree representative, but not the Additional Broker Compensation.

(o) Operating Expenses. The customary expenses of operations and production incurred on a recurring monthly basis in connection with the operation of wells completed for production and marketing of oil and gas.

(p) Operator. Any person engaged in the business of exercising direct supervision over the drilling of or production from a well. This term may include an affiliate of the General Partner acting as an independent contractor and not as the General Partner.

(q) Other Expenses. All costs, expenses and liabilities incurred by the Partnership, except Acquisition Expenses, Offering Costs, drilling expenses, Completion Expenses, Operating Expenses, and the Management Fee. Other Expenses shall include, by way of illustration but not limitation, all costs, expenses and liabilities incurred by the Partnership (a) in obtaining estimates of Partnership reserves made pursuant to Article VI of the Partnership Agreement; (b) in obtaining the independent evaluation report which is to accompany the General Partner's request for Additional Contributions pursuant to Article II of the Partnership Agreement; (c) for legal and accounting services, (d) general office and administrative expenses and (e) payments of Additional Broker Compensation.

(r) Partner(s). The General Partner or any Limited Partner. The term "Partners" shall refer to the General Partners and all the Limited Partners holding Units of Partnership interest.

(s) Payout. The point in time when the cumulative total of cash disbursements to the Limited Partners equals the aggregate of the original capital contributions and any additional assessments contributed by the Limited Partners.

(t) Proceeds of Production. Any money or other things of value actually received by the Partnership from the sale of production, net of royalties.

(u) Property Interests. Prospects together with all wells, pipes, tubing, tanks, machinery and equipment relating thereto.

(v) Prospects. All oil and gas leasehold interests or contractual rights involving lands or acreage acquired by or on behalf of the Partnership. A prospect may have the size and configuration deemed reasonable by the General Partner and its size or configuration may be decreased, increased or otherwise changed for reasonable cause.

ARTICLE II
CAPITAL CONTRIBUTIONS OF THE LIMITED PARTNERS

2.1 Initial Investment. Each Limited Partner shall pay to the Partnership as his initial cash investment ("Initial Investment") the amount designated by his signature on the signature page hereof. Such Initial Investment shall be paid to the Partnership upon execution and delivery of this Agreement. Units of Limited Partnership Interest ("Units") shall be in multiples of $5,000, and each Limited Partner must purchase at least six Units ($30,000).

2.2 Additional Assessments. In addition to the Initial Investment, Limited Partners may be requested to make additional investments in the Partnership when, in the opinion of the General Partner, it is desirable for the Partnership to have available additional funds, over and above the flow of cash funds to the Partnership from production and loans, for the purpose of paying costs and expenses in connection with completion of apparently successful Exploratory Wells, acquisition of additional acreage for Development Wells (excluding acquisition of Exploratory prospects), and to drill and complete Development Wells or to rework, re-enter, deepen a well, or to pay for production facilities including any equipment or facilities such as processing facilities, tank batteries, gathering lines, compressors and other equipment or facilities needed on a lease or well downstream of the wellhead, or any unbudgeted and unforeseen contingencies arising out of the Partnership's drilling activities. No additional assessments may be requested, however, after July 1, 1978. In no event shall total requests for additional assessments exceed forty percent of the amount of the Initial Investment. The General Partner may request the maximum amount in a single request or in a series of requests.

The General Partner will pay its pro rata share of the costs of all activities funded by additional assessments.

If the General Partner elects to finance any of such activities by an assessment, the General Partner will notify the Limited Partners of such election by sending a request for such additional contribution which shall describe the activities to be performed with the funds so requested and shall set forth in reasonable detail the circumstances which bear on the advisability of such activities. The Limited Partners will be requested to contribute in their sharing ratios.

Prior to requesting any additional contribution, the General Partner will employ, at the expense of the Partnership, a petroleum engineer for the purpose of evaluating the prospects

for which the proceeds of the additional contributions will be used. The General Partner shall designate each well and the purpose for which the assessment will be used. The engineer will write a letter to the Partnership with his evaluation of the advisability of the proposed activities. The letter will accompany the General Partner's request for additional contributions.

Not later than thirty days after mailing of such request, each Limited Partner shall notify the General Partner whether or not he intends to participate in such assessment. Failure by a Limited Partner to respond timely to such request shall be construed as an election not to participate. Such Limited Partner shall be treated as a defaulting Limited Partner for the purposes of such assessment.

If any such assessment is not paid within thirty days following mailing of the notice from the Partnership, the General Partner shall have the right at its option, to have either the non-defaulting Limited Partners or any third party meet the assessment. After any such default the defaulting Partner's interest in the well or wells financed in whole or in any part by the assessment shall be forfeited until the person who did pay the assessment has received from such wells, the following amount:

(a) an amount equal to 400% of the assessment to the extent the payments are made from a well(s) for which the assessment was made prior to the initiation of drilling of the well(s), or

(b) an amount equal to 300% of the assessment to the extent the payments are made from a well(s) for which the assessment was made after the initiation of drilling of the well(s).

When the aforementioned repayment has been made, the assessment interest of the person who did meet the assessment shall be terminated, and the defaulting Partner shall receive his proportionate interest in subsequent receipts and items of income from such operations. The Partnership and/or General Partner at the General Partner's discretion, may contribute the amounts requested from defaulting Limited Partners, in which case, the provisions set forth herein will apply.

In the event the Partnership does not have needed funds, cannot borrow such funds on a non-recourse basis and the afore-

mentioned assessment provisions have been exhausted, the General Partner may have the Operator complete any developmental drilling activities which the General Partner deems necessary, pursuant to the operating agreements, and on such terms as the General Partner believes reasonable.

ARTICLE III
CAPITAL CONTRIBUTIONS OF THE GENERAL PARTNER

3.1 Capital Contribution by the General Partner. The General Partner shall contribute to the Partnership an amount equal to the percentages of the specially allocated costs and expenses allocated to the General Partner in Section 4.2, and such amounts as are necessary to meet the generally allocated costs and expenses in Section 4.2.

3.2 Other Payments by General Partner. In addition to the foregoing, the General Partner will pay to ENI Corporation (ENI), Seattle, Washington, an affiliate of the General Partner, exclusive dealer for the sale of the Units, a sum equal to eight percent (8%) of the aggregate paid subscriptions of the Limited Partners, excluding assessments, together with an amount of $10,000 to offset legal and overhead expenses of ENI Corporation in connection with the offering and sale of Units. In addition ENI Corporation shall receive from the Partnership, the Additional Broker Compensation set forth in Section 1.7(b) hereof. Nothing contained herein shall be construed to make ENI Corporation a Partner of the Partnership for state law purposes; however due to the expansive definitions of partner and partnership pursuant to Subchapter K of the Internal Revenue Code of 1954, amounts paid to ENI Corporation will be reported as amounts paid to a partner.

ARTICLE IV
INCOME, GAINS, CHARGES, EXPENSES, DEDUCTIONS, CREDITS AND ELECTIONS

4.1 Management Fee. The General Partner shall receive a management fee equal to ten percent (10%) of the aggregate amount of initial capital contributed to the Partnership by the General and Limited Partners. Said management fee shall be paid to the General Partner and be charged to the Limited Partners, except that one percent (1%) of the management fee shall be charged

to the General Partner. All Offering Costs will be borne by the General Partner. The Additional Broker Compensation which will be paid to an affiliate of the General Partner, will be allocated as an "Other Expense" as defined in Section 1.7(o).

4.2 Allocation of Costs. Costs and expenses shall be allocated in the following manner:

	Limited Partners	General Partner
Special Allocation:		
Offering Costs	0%	100%
Acquisition Costs	99%	1%
Exploratory Well Drilling Expense	99%	1%
Management Fees	99%	1%
General Allocation:		
All other costs (including Development Well Drilling, Completion Expenses, Operating Costs and Other Expenses)		
Initial	90%	10%
After Payout	85%	15%

The General Partner will meet its cost commitments by advancing funds to the Partnership as needed.

4.3 Allocation of Revenue. All items of revenue, income, gains and profits shall be allocated between the Partners in the following manner:

	Limited Partners	General Partner
Initial	90%	10%
After Payout	85%	15%

4.4 Allocation of Costs and Income Among Limited Partners. Each Limited Partner shall share in the revenues and other gains,

if any, credited to the Limited Partners and the expenses borne by the Limited Partners in the proportion that a Limited Partner's Initial Investment bears to the aggregate Initial Investments of all Limited Partners, ("Sharing Ratio"). The allocation shall be subject, however, to adjustment for Limited Partners who elect not to participate in certain Partnership activities conducted with funds obtained from Additional Assessments, as set forth in Section 2.2.

4.5 Realized Interest. Any interest realized on any deposits made pursuant to Section 11.9 hereof will be treated as first operating revenues of the Partnership and may be used to pay General Office and Administrative Service fees of the General Partner.

4.6 General Office and Administrative Services. The General Partner shall provide general office and administrative services required by the Partnership. The Partnership shall reimburse the General Partner for the General Partner's actual general and administrative overhead costs; provided, however, that such reimbursement shall not exceed during the first calendar year of the Partnership, three percent (3%) of the initial capital contributions of all Partners to the Partnership; and provided that such sum shall be payable from first revenues. Interest income earned from uncommitted funds may be treated as first revenues. If there are insufficient revenues to pay such sum during the first year the amount shall be paid in subsequent years when sufficient first revenues are available. Further, provided that the reimbursement for such expenses incurred after the first year shall not exceed three percent (3%) of net revenues. Such reimbursement may be made from time to time at the General Partner's discretion. Provided, however, that the General Partner will in addition to the above designated reimbursement also be reimbursed for all costs of legal, accounting, auditing, engineering and similar expenditures except if such costs are incurred in connection with the offering of Partnership Units.

4.7 Reimbursement for Certain Fees. The General Partner will be separately reimbursed for legal, accounting, auditing and engineering fees paid on behalf of the Partnership and any such reimbursement shall not be included in the calculation of fees set forth in Section 4.6.

4.8 Deductions, Credits and Elections.

(a) To the extent permitted by law, all costs and expenses which are currently deductible for federal income tax purposes will be allocated in accordance with Section 4.2.

(b) The Partnership intends to elect to deduct Intangible Drilling and Development Costs on its federal income tax return in accordance with the option granted by the Internal Revenue Code of 1954, as amended (the "Code"). No election shall be made by the Partnership, the General Partner or the Limited Partners to be excluded from the application of the provisions of Subchapter K of the Code, or from any similar provision of the state tax laws.

(c) The Partnership does not intend to file an election pursuant to Section 754 of the Code, to cause the basis of the Partnership properties to be adjusted for federal income tax purposes as provided by Sections 734 and 743 of the Code. However, in the event the General Partner determines in its sole discretion that such election would be in the best interest of the Partnership, it may make such an election.

ARTICLE V
POWERS AND RESPONSIBILITIES OF THE GENERAL PARTNER, AND LIMITED PARTNERS

5.1 Exclusive Management and Control of Properties. ENI Exploration Company-III shall be the sole General Partner of the Partnership, and the management and control of Partnership business shall rest exclusively with the General Partner which shall have all the rights and powers which may be possessed by a general partner pursuant to Washington law. Limited Partners shall not have any voice or take any part in the management or control of the business of the Partnership, nor shall Limited Partners have any power or authority to act for or bind the Partnership. The General Partner shall have the duty and the full and exclusive power and authority on behalf of the Partnership to manage, control, administer and operate the business and affairs of the Partnership in accordance with the provisions of this Agreement, and to do or cause to be done such acts deemed by the General Partner to be necessary or appropriate, and the scope of such power and authority shall encompass all matters connected with or incident to such business, including but not limited to, the power and authority:

(a) To spend the capital and revenues of the Partnership in the exercise of any powers possessed by the General Partner hereunder;

(b) To acquire, explore or prospect for oil, gas and other minerals on Partnership properties and to produce, save, and sell such oil, gas and other minerals;

(c) To manage, develop and operate any Partnership properties;

(d) To enter into and execute farm-in or farm-out agreements, operating agreements, unitization agreements, pooling agreements, division orders, transfer orders, seismic contracts, drilling contracts, dry and bottom hole and acreage contribution letters, participation agreements, agreements for employment or services, as well as any other agreements customarily employed in the oil and gas industry in connection with the acquisition, sale, exploration, development, or operation of oil, gas or mineral properties and all other instruments deemed by the General Partner necessary or appropriate to properly operate the Partnership properties or effectively and properly perform its duties or exercise its powers hereunder.

(e) To borrow money from individuals, banks and other lending institutions to pay the costs of any production facilities and equipment installed downstream of the wellhead, including, without limitation, separators, heaters, treaters, pumping equipment, flow lines, storage tanks and processing facilities; or for any other Partnership purpose including completion costs of Exploratory Wells, the drilling of Development Wells and conducting of secondary recovery operations and in connection therewith, to sell, dispose, exchange or hypothecate Property Interests, including, without limitation, the production and Proceeds of Production therefrom, to secure repayment of the sums so borrowed; provided that no such individual, bank or other lending institution to which application is made for a loan by the General Partner shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such individual, bank or other lending institution it shall be conclusively presumed that the proceeds of such loan are to be, and will be used for purposes authorized under the terms of this Agreement; and provided that the General Partner will not permit any non-recourse lender to acquire as a result of making a loan, any direct or indirect interest in the property of the Partnership other than as a secured creditor, and provided further that the General Partner may not loan or borrow any funds for the purpose of acquiring exploratory prospects;

(f) To enter into such agreements and contracts with parties and to give receipts, releases and discharges, with respect to all of the foregoing and any matters incident thereto as the General Partner may deem advisable or appropriate;

(g) To sell, dispose, trade or exchange or quit

claim, release, or abandon, with or without consideration, Property Interests upon such terms and conditions as the General Partner deems appropriate, except that any sale of Partnership property shall not be made to the General Partner, or any affiliate, any officer or director thereof, other than upon liquidation of the Partnership including a future joint venture, partnership or limited partnership formed by the General Partner, or then only if public notice of the proposed sale has been given at least thirty days in advance and notice has been sent to each Limited Partner, and the terms of any such sale shall be at least equal to any offer made by independent third parties pursuant to such public notice;

(h) To purchase at the expense of the Partnership, such liability and other insurance as the General Partner in its sole discretion deems advisable to protect the Partnership properties and business; provided, however, that the General Partner shall not be liable to the Partnership or the Limited Partners for failure to purchase any insurance; and

(i) To sue and be sued, complain and defend in the name and on behalf of the Partnership;

(j) To purchase or sell production payments for any Partnership purpose.

5.2 No Requirement for Inquiry. No person, firm or corporation dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any action or make any decision.

5.3 Assignment of General Partner's Interest. The interest of the General Partner may not be assigned, nor may another General Partner be admitted without the unanimous consent of all Limited Partners; provided, however, that the General Partner may assign its interest in the Partnership to, and substitute as General Partner, another partnership or a corporation in connection with a merger or consolidation with such Partnership or corporation, provided that such Partnership or corporation assumes all of the obligations of the General Partner with regard to the Partnership.

5.4 Power to Acquire Properties. In addition to the powers of the General Partner set forth in Section 5.1 hereof, the General Partner shall have the power, on behalf of the Partnership, to acquire, or contract for the acquisition of, full or partial interests in oil and gas leases, prospecting licenses, oil and gas mineral rights, and fee rights or other rights to explore for, produce and save oil and gas, by any method customary in the industry. Such acquisitions may be

made under any terms and obligations, and subject to any burdens deemed acceptable by the General Partner, including, without limitation, overriding or excess royalties, production payments, and net profits or carried or reversionary interests, whether created by reservation or grant, all of which obligations and burdens shall be considered obligations and burdens of operation and not costs of lease acquisition; provided that no such burden shall be created in favor of the General Partner or any affiliate, or any officer or director or partner thereof, and provided further that any such interests may be purchased from an affiliate of the General Partner but, in such circumstances, shall be purchased by the Partnership at the cost to the transferor, unless the General Partner has reasonable grounds to believe that the cost is materially more than the fair market value of the property, in which case the property shall be transferred at the market value to be determined by an independent oil and gas engineer. Such acquisitions may likewise include interests heretofore or hereafter initially acquired by any such party on its own behalf, whether individually, jointly with others, or as a part of any joint venture, partnership or other limited partnership to which such party is or may be a party, and may include interests acquired partially for the benefit of the Partnership and partially for the benefit of others, including an affiliate or other joint venture, partnership or limited partnership to which any such party is or may be a party. Any prospects acquired by the Partnership shall only be acquired upon the General Partner receiving an evaluation of a petroleum engineering consultant retained by the General Partner. Any of the foregoing interests so acquired by the Partnership are referred to herein collectively and individually as "Property Interests" or "Prospects."

(a) Title to all Property Interests may be taken in the name of the Partnership, in the name of other oil companies, the General Partner, or in the name of a nominee designated by the General Partner.

(b) The General Partner shall take such steps as are necessary in its best judgment to render or obtain title to Property Interests acceptable for the purpose of the Partnership. The General Partner shall be free, however, to use its own best judgment in waiving title requirements including title checks and reports; nor shall the General Partner be deemed to make any warranties or representations, express or implied, as to the validity or merchantability of the title to any Property Interests or the extent of the interest covered thereby.

(c) The General Partner shall determine which Prop-

erty Interests shall be released or permitted to terminate, which wells shall be abandoned, and whether any such Property Interests, wells or other equipment or assets shall be sold, exchanged, or pledged and the terms therefor.

5.5 Loans. The General Partner may, but is not required to, loan money to the Partnership when the General Partner deems the same to be necessary. Interest at a reasonable rate to the maximum extent permitted by law, but not more than the amount which would be charged by an unrelated bank on a comparable loan for the same purpose, plus costs incurred in obtaining the amount, may be charged by the General Partner on the amounts so loaned. Provided, however, that prior to making any loans to the Partnership, the General Partner shall first attempt to secure a loan from a third party lender secured only by Partnership assets and revenues.

5.6 Operating Fee. Affiliates of the General Partner may be the operator for the Partnership. For each well in which the Partnership has an interest and which is operated by an affiliate such affiliate shall receive as compensation therefore a fee which shall not exceed the competitive industry fee paid for such services in the area. Such fee shall be an Operating Cost.

5.7 Powers of Limited Partners. So long as the following do not either (a) subject the Limited Partners to unlimited liability pursuant to state law and/or (b) subject the Partnership to being taxed as a corporation for purposes of federal income tax laws, Limited Partners shall have the following rights in addition to those granted elsewhere herein:

(a)(1) At a meeting called for the purpose, in accordance with subsection (a)(3) hereunder, to remove the General Partner by a majority vote of the outstanding Units of Limited Partnership. A substitute General Partner may be elected by unanimous vote of the Partners. Provided that a General Partner may not be substituted pursuant to this Article unless counsel for the Limited Partners (other than counsel for the General Partner) shall have delivered an opinion that neither the grant nor the exercise of the power granted by this Article will result in the loss of any Limited Partner's limited liability or will result in the Partnership being treated as an association taxable as a corporation for tax purposes. Such opinion will be in form and substance satisfactory to a majority in interest of the Limited Partners' Interest. The removal of the General Partner shall be effective only if and when the following conditions have been satisfied:

(i) A new General Partner shall have agreed to accept

the responsibilities of the General Partner and shall have made arrangements to remove the original General Partner from personal liability on any Partnership borrowing. If the Partnership creditor will not consent to such removal, the new General Partner will be required to indemnify the original General Partner for any subsequent liabilities;

(ii) The Partnership Agreement and Certificates shall have been amended to name the new General Partner as General Partner if deemed necessary by the original General Partner; and

(iii) Provided, that all the rights and interests of ENI Exploration Company III shall continue and ENI Exploration Company III shall receive the same share of Revenues and Costs set forth in sections 4.2 and 4.3, that it would be entitled to receive if it were not removed as General Partner.

(a)(2) To amend this Agreement in accordance with Article X.

(a)(3) To call a meeting to discuss any other Partnership matter which may be voted on pursuant to this Agreement, including dissolution of the Partnership pursuant to Article VII herein. Meetings may be called by either the General Partner or by Limited Partners holding at least 10 percent of the Partnership Interests. Upon receipt of a written request by the requisite Limited Partners the General Partner will mail within 15 days a notice of the meeting setting forth the purpose of the meeting, which meeting shall be held on a date not less than thirty nor more than sixty days after mailing of the notice, at a reasonable time and place.

(b) The General Partner shall cause a vote to be taken within thirty days of a proper request for any matter which may be voted on pursuant to this Agreement. Such vote will be taken upon written request of the holders of not less than ten percent (10%) of the then outstanding Units.

(c) In order to facilitate the above rights, each Limited Partner shall have a right to the complete list of names, addresses and interests of all other Limited Partners which may be obtained by directing a written request therefor to the principal office of the Partnership.

(d) The General Partner shall not sell or enter into any agreement to sell all or substantially all of the assets of the Partnership without the approval of a majority in interest of the Limited Partners other than in the ordinary course of business of the Partnership, it being recognized that after

all Partnership Properties have been developed, it shall be in the ordinary course of business of the Partnership not to reinvest its Proceeds of Production and to liquidate Partnership Properties from time to time, for which no vote of the Limited Partners shall be required.

5.8 Limitation on Liability of Limited Partners. No Limited Partner shall be personally liable for any of the debts of the Partnership or any of the losses thereof beyond the amount of his capital contribution to the Partnership with any paid assessments, plus an amount equal to his shares of undistributed revenues of the Partnership, if any.

No Limited Partner, as such, shall take part in the management of the business or transact any business of the Partnership, have any power to sign for or bind the Partnership, or be paid any salary or have a drawing account.

5.9 Liability of and Indemnity of the General Partner; Insurance.

(a) The General Partner shall not be liable to the Partnership or to the Limited Partners for any failure of various contracting parties to comply with their obligations under any agreement between the Partnership and the contracting parties.

(b) The General Partner shall never be liable to the Partnership or Limited Partners, or any of them, for any acts done or omitted in good faith in the performance of any of the provisions of this Agreement or for any unbudgeted or unforeseen catastrophes. The General Partner shall not be liable for any loss or damage to Partnership property caused by strikes, labor troubles, riots, fires, blowouts, tornadoes, floods, acts of a public enemy, insurrections, acts of God, freezing of wells, breakdown or failure of plant or machinery, failure to carry out the provisions hereof due to provisions of law, rules and regulations promulgated by any governmental agency, any demand or requisition by any government, or from any other cause beyond the control of the General Partner.

(c) The General Partner may cause the Partnership to purchase liability, casualty and other insurance of such types and coverages as it deems appropriate.

(d) The General Partner shall use its best efforts to qualify the Partnership as a limited partnership in each jurisdiction in which the Partnership does business in order that the limited liability of the Limited Partners shall be effective in each such jurisdiction.

ARTICLE VI
PERIODIC APPRAISAL OF PARTNERSHIP PROPERTIES

If proven oil and gas reserves have been established, the General Partner will cause the Partnership's producing and non-producing properties to be evaluated by an oil and gas engineering firm as of December 31, 1978, 1979, 1980 and 1981, and thereafter at the discretion of the General Partner or at the request of a majority in interest of the Units. The evaluation will include an estimate of proven, recoverable reserves of oil and gas for the Partnership's net interests, as well as an estimate of future net revenues over the expected life of the properties, both undiscounted and discounted at one percent over the then current prime rate charged by the Seattle-First National Bank, Seattle, Washington. The evaluation report will, upon completion, be distributed to all Limited Partners.

Following receipt of the evaluation report the General Partner will prepare a report appraising the value of the Partnership Interests. Such value shall be based on the evaluation report, cash on hand, prepaid expenses, accounts receivable less a reasonable reserve, and all debts, obligations, accrued expenses and other liabilities of the Partnership including the Additional Broker's Compensation. The General Partner shall mail a copy of such appraisal report to each Limited Partner.

Within 30 days after mailing of such appraisal report, each Limited Partner may give notice to the General Partner of his desire to sell his entire interest in the Partnership. Upon receiving any such notice and on the basis of such appraisal, adjusting the price for any obligations of the Partnership to or from the account and any amounts owed to third parties or with respect to unpaid assessments, the General Partner will, at the option of the General Partner, either:

(a) offer to purchase the interest of the Limited Partner for an amount not less than 65 percent (65%) of such Limited Partner's interest in the Partnership as reflected by the appraisal report as adjusted; or

(b) use its best efforts for a period of 60 days after receipt of such notice to locate a willing purchaser for interest(s) for the best price obtainable which is acceptable to such Limited Partner; provided however, that such interests may not be transferred except upon unanimous approval

of all Partners as required by Article VIII, and further provided that any such sales will be in conformance with the applicable securities laws.

There will be no reserve established by the General Partner to purchase interests of Limited Partners.

A Limited Partner who sells his entire interest will cease to be a Limited Partner in the Partnership. Each interest of a Limited Partner purchased by the General Partner shall thereafter be treated as an additional General Partnership interest; however, solely for the purpose of computing revenues, costs and distributions, such interests shall continue to be treated as a Limited Partnership interest.

ARTICLE VII
DISSOLUTION AND TERMINATION

7.1 Dissolution. The Partnership shall be dissolved by the occurrence of any event which under the Act causes the dissolution of a limited partnership, including without limitation, the bankruptcy of the General Partner or by the occurrence of any of the following events:

(a) The expiration of the term of the Partnership;

(b) The written election by the General Partner to dissolve and wind up the affairs of the Partnership in the event that, in the sole opinion of the General Partner, the purpose of the Partnership cannot be fulfilled;

(c) Upon the affirmative vote of the holders of a majority of the then outstanding Units to dissolve and wind up the affairs of the Partnership; or

(d) Upon the removal of the General Partner unless the Partners elect a substitute General Partner by unanimous vote of all Partners.

Subject to Section 7.1(b) and (d), the General Partner shall not have the right to withdraw, retire or resign from the Partnership.

The death, disability, bankruptcy, dissolution, or liquidation of a Limited Partner shall not dissolve the Partnership.

7.2 Winding Up and Liquidation of the Partnership.

(a) In the event the Partnership dissolves, the

General Partner or another party designated by a majority of the Partnership Interests if the General Partner cannot or will not so serve, shall cause the Property Interests to be sold in such manner as it, in its sole discretion, determines appropriate in order to obtain the best prices for such Property Interests. Pending such sales, the General Partner shall have the right to continue to operate and otherwise deal with the Property Interests.

The proceeds of such sales and any other assets of the Partnership shall be distributed as follows:

(i) First, all of the Partnership's debts and liabilities (including Additional Broker Compensation) to persons other than Partners shall be paid and discharged.

(ii) Second, all of the Partnership debts and liabilities to Limited Partners and ENI Exploration Company-III shall be paid and discharged.

(iii) Third, an amount equal to the balance of each Partner's Capital Account shall be distributed to him; provided that if the proceeds and assets are less than the sum of all Partners' capital accounts then each Partner shall receive a portion thereof equal to the balance of his Capital Account divided by the sum of all Partners' Capital Accounts.

(iv) Fourth, there shall be distributed the remaining assets of the Partnership to the parties in accordance with Section 4.3 above regardless of whether the assets are distributed as a result of sale or a distribution in kind.

(b) The General Partner or an affiliate may, if it so desires, purchase Property Interests upon liquidation, provided public notice of the proposed sale has been given at least thirty days in advance so that others may participate in such sale. The winding up of the Partnership affairs and the liquidation and distribution of its assets shall be conducted exclusively by the General Partner or, in the event of the dissolution of the General Partner, by a trustee named by the General Partner prior to such dissolution, either of which is hereby authorized to do any and all acts and things authorized by law for these purposes.

7.3 Return of Capital. Limited Partners shall look solely to the assets of the Partnership for the return of their capital contribution, and if the assets of the Partnership remaining after the payment or discharge of the debts and liabilities of the Partnership are insufficient to return the capital contribu-

tion, they shall have no recourse against ENI Exploration Company-III or any other Limited Partner for that purpose.

ARTICLE VIII
NO TRANSFERABILITY OF PARTNERS' INTERESTS

8.1 No Transferability. Although the Partners recognize that limited partnership interests are assignable under the Act, all Limited Partners agree that they will not assign or otherwise transfer, voluntarily or involuntarily, all or any portion (regardless whether the portion relates to a fractional part of all rights attributable to a Partner's interest or only some of the rights attributable to his interest) whatsoever of their Partnership interests without the prior express written approval of all Partners (both general and limited) and complying with all requirements of Section 8.3.

8.2 Exception. The only exception to the restrictions on transferability stated in Sections 8.1 and 8.3 is that exception stated in this Section 8.2. Upon the death of a Limited Partner, that Partner's interest (or any portion thereof) may be transferred by the laws of testate or intestate succession. However, the transferee shall not become a substituted Partner and the transferee's sole right shall be to receive the cash distribution to which the deceased Partner would otherwise be entitled, except with the unanimous approval of all Partners.

8.3 Additional Requirements. In addition to receiving the prior written consent of all Partners, no assignment or other transfer shall be effective for any purpose whatsoever until all of the following requirements are satisfied:

(a) The potential assignee must consent in writing, in form prepared by or satisfactory to the General Partner, to be bound by the terms and conditions which would otherwise be applicable to the assigning Limited Partner;

(b) The potential assignee shall pay any expenses of the General Partner and/or the Partnership in effecting the transfer;

(c) All requirements of the Act, including amendment to this Agreement, have been complied with by the potential assignee, the assigning Limited Partner and the Partnership; and

(d) The assignment is effected in compliance with all applicable state and federal securities laws as evidenced by an opinion of counsel satisfactory to the General Partner.

If all conditions and requirements of this Article VIII have been fully and completely satisfied, the potential assignee shall become an assignee. However, such assignee shall not be a substituted Limited Partner as that term is defined in the Act unless the General Partner consents thereto in writing.

The assignment shall be effective as of the first day of the calendar month succeeding the month in which all of the foregoing requirements have been met. Unless admitted as a substituted Limited Partner under the provisions of this Article, an assignee shall have only the right to receive the share of the profits or the return of the contribution to which his assignor would otherwise be entitled in respect of the interest or portion assigned.

For federal income tax purposes, allocation of deductions and credits of the Partnership, including Intangible Drilling and Development Costs, Costs of Non-Productive Wells and depletion, attributable to any assigned interest shall be prorated between the assignor and the assignee on the basis of the number of months such interest was held by each of them during the calendar year, or on any other reasonable basis determined by the General Partner which is not inconsistent with applicable United States Treasury Regulations. The reflection of any assignment on the books of the Partnership shall not constitute the substitution of the assignee as a Limited Partner.

The Partnership shall on the effective date of the assignment pay all further distributions or profits or return of capital, on account of the interest so assigned to the assignee. In the absence of notice to the General Partner of the assignment of a Partnership Interest, whether by operation of law or otherwise, any payment to an assigning Limited Partner or assignee or to his executors, administrators or legal representatives shall acquit the Partnership and the General Partner of liability, to the extent of such payment, to any other person and entity who may be interested in such payment.

No assignment by a Limited Partner, including an assignment of less than all of the Limited Partner's rights hereunder, or the transfer of rights hereunder to more than one party, shall relieve the transferor of its obligations hereunder whether arising prior or subsequent to such transfer, nor shall any such transfer require the accounting by the General Partner to more

than one party, who shall be a party unanimously designated by the transferees or, if he shall have retained an interest hereunder, the transferor.

8.4 Each Limited Partner hereby agrees to execute and deliver to the General Partner within five (5) days after receipt of the General Partner's written request therefor, statements of interest in holdings, designations, Powers of Attorney and other instruments as the General Partner deems necessary to the reasonable conduct of the Partnership's business so long as such documents are not inconsistent with this agreement. The foregoing grant of authority, including, without limitation, the Powers of Attorney in the forms set forth in Annex "A", are hereby declared to be an irrevocable power coupled with an interest and shall survive the death of a Limited Partner. In the event of any conflict between the provisions of this Agreement and any document executed or filed by the General Partner pursuant to the Powers of Attorney granted herein, this Agreement shall govern. Each Limited Partner agrees to be bound by any representations of the attorney-in-fact in such statements and waives any and all defenses which may be available to the Limited Partner to contest, negate or disaffirm the actions of the attorney-in-fact under the Powers of Attorney.

ARTICLE IX
ACCOUNTING

9.1 The Partnership shall use the calendar year in reporting its income and expenses. The General Partner shall cause to be filed the United States Partnership Return of Income and all other tax returns required to be filed by the Partnership for all applicable tax years and shall furnish necessary tax information annually to all Limited Partners. The General Partner intends on the first federal income tax information return filed on behalf of the Partnership to make a proper election to deduct Intangible Drilling and Development Costs in accordance with the option granted by Section 263(c) of the Internal Revenue Code of 1954, as amended. No election shall be made by the Partnership, General Partner or any Limited Partner to be excluded from the application of the provisions of Subchapter K of the Internal Revenue Code of 1954, as amended, or from any similar provisions of state tax laws.

9.2 The General Partner shall keep or cause to be kept adequate books and records reflecting all financial activities of the Partnership in accordance with both cash and generally accepted accounting procedures. Such books and records

shall be available for inspection and audit by any Limited Partner or his duly authorized representative (at the expense of such Limited Partner) during business hours at the office of the Partnership; however, the General Partner will not be required to maintain any such books or records for a period in excess of five (5) years from the date of making or receipt thereof except that title opinions shall be held for the period during which the Partnership owns the Property to which they relate.

9.3 From time to time, at the discretion of the General Partner, but at least quarterly, the General Partner shall prepare such reports as may be necessary to reflect the financial and economic results of the operations of the Partnership. Such reports may include such information as Contributions received, expenditures, estimated and/or actual income to the Partnership and distributions to the Partners, together with reports on any other matters deemed significant by the General Partner.

9.4 The General Partner shall cause an annual audit to be made of the books of the Partnership by a nationally recognized firm of independent certified public accountants as of each December 31 through and including December 31, 1978, and a copy of the statements prepared by such accountants shall be mailed to each Limited Partner within 90 days after the close of the fiscal year.

The annual report will contain financial statements, including a balance sheet and statements of income, partners' equity and changes in financial position. An annual audit for 1979 and subsequent calendar years shall be prepared only at the option of the General Partner or upon written request of the Limited Partners representing at least ten percent (10%) of Partnership Units.

9.5 The General Partner will prepare and send to Limited Partners an annual report on operations, within 90 days after the close of the fiscal year, including the following information:

(1) A description of each geological prospect in which the program owns an interest, including the cost, location, number of acres under lease and the interest owned therein by the program.

(2) Until all drilling has been completed, a list of the wells drilled (indicating whether each of such wells has or has not been completed), the costs incurred in or

allocable to drilling each well and the additional estimated costs to complete each well.

(3) A summary itemization of the compensation paid to the General Partner.

ARTICLE X
AMENDMENT

10.1 The General Partner or ten percent (10%) in interest of the Limited Partners may propose in writing to the Limited Partners the adoption of an amendment to this Agreement, the form of which shall have been approved in writing by counsel for the Partnership and if, within such reasonable period of time as may be specified in such proposal, more than 50 percent in interest of the Limited Partners have given their written consent thereto, then such amendment shall become effective as of the date specified in such proposal for amendment; provided, however, (1) any provision of this Agreement which contains a provision requiring more than a majority of Partnership Interests to approve any action, may not be amended unless consented to by such greater percentage of interests; (2) this Agreement shall not be amended without the unanimous consent of all Limited Partners if the effect of such amendment would be to increase their liability or to change the contributions required of Limited Partners, their rights and interests in profits and losses of the Partnership, their rights upon liquidation thereof, or income tax allocations; and (3) the Agreement may not be amended without the consent of the General Partner if the effect of the amendment would be to increase or change the liability of the General Partner, the contributions required of the General Partner or to change the General Partner's rights and interests in the assets or profits and losses of the Partnership, its rights upon liquidation or rights to income tax allocation. Each Limited Partner agrees to promptly execute or cause to be executed any amendments to this Agreement and certificates of the Partnership as the General Partner may deem appropriate to reflect such amendment under the laws of the jurisdictions in which the Partnership does business at such time. The General Partner may, without such notice to or consent from any Limited Partner, amend any provision of this Agreement from time to time (a) for the purpose of adding to the Agreement any further covenants, restrictions, deletions or provisions for the protection of the Limited Partners or (b) to cure an ambiguity or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provision in regard to matters or

questions arising under this Agreement which shall not adversely affect the interests of the Limited Partners. Following any such amendment the Limited Partners will be notified of such amendment.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Outside Activities. Each of the parties hereto may engage in whatever other activities it chooses. The General Partner and other entities related to it, will engage in the exploration for and production of oil, gas and other minerals, both for their own account and for others, and nothing contained herein shall prevent any of such parties from continuing such activities, or initiating further such activities, individually, jointly with others, or as a part of any other joint venture, partnership, or limited partnership to which any of such parties is or may become a party, in any locale, and in fields or areas of operation in which the Partnership may likewise be active, or, except insofar as is expressly limited hereunder, from dealing with the Partnership as an independent party, or to require any of such parties to permit the Partnership or its participants to participate in any such operations in which such party may be interested. Regardless of other activities, the General Partner shall remain accountable as a fiduciary.

11.2 Additional Limited Partners. No Limited Partners shall be admitted more than one hundred twenty days after the original recording of the Certificate of Limited Partnership except as Substituted Limited Partners pursuant to Articles VI and VIII. Provided further, that the aggregate Initial Investments of all Limited Partners shall not be more than $1,530,000.

11.3 Distributions to Partners. When, in the opinion of the General Partner, the cash assets of the Partnership are in excess of those required to meet the anticipated needs of the Partnership for a reasonable period of time, including the repayment of any amounts borrowed by the Partnership, the General Partner may distribute all or any part of such excess cash assets proportionately to all Partners in accordance with Sections 4.3 and 4.4. The General Partner will review the accounts of the Partnership not less frequently than quarterly in order to determine whether a distribution should be made. Except as provided in Section 5.5, no partner shall be entitled to receive interest on any amounts retained by the Partnership.

No Limited Partner shall be entitled to the return of his contribution. The General Partner and each Limited Partner hereby consent to any and all withdrawals or returns of contribution consistent with the provisions of this Agreement with respect to distributions by the Partnership.

11.4 Joint Ventures and Partnerships. The General Partner is authorized to associate the Partnership with others in any partnerships, joint ventures, and other associations, which have as one of their purposes the exploration for or production of oil and gas.

11.5 Notices. Where provision is made for notice (or communication of any kind), such notice shall be addressed to any party by mail or by wire at the following addresses: If to the General Partner, at 1401 Bank of California Center, Seattle, Washington 98164; if to Limited Partner, the address shown by his signature on this Agreement shall be employed. Such notice shall be considered given, and any applicable time shall run, from the date such notice is placed in the mail, or delivered to the telegraph company as to any notice given by the General Partner, and when received as to any notice given by any other party.

11.6 Change of Address. An address of any party hereto may be changed by written notice to the other parties hereto in the event of a change of address by the General Partner, or to the General Partner in the event of a change of address by any other party.

11.7 Time and Applicable Law. Time is of the essence of this Agreement. Notwithstanding the place where this Agreement may be executed by any party, all the terms and provisions and the validity, hereof shall be interpreted under the law of the state of Washington.

11.8 Effect of Agreement. This Agreement may be executed in counterparts and shall be binding upon each party executing this or any counterpart upon such party's execution thereof. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, devisees, personal representatives, successors and assigns, and shall run with the interest subject hereto.

11.9 Banking. Upon activation of the Partnership all moneys of the Partnership, including Initial Investments held in escrow until activation of the Partnership, shall be deposited in a separate custodial bank account or accounts determined

by the General Partner. All withdrawals therefrom shall be made upon checks signed by the General Partner, or any person authorized so to do by the General Partner. Balances on hand may, but are not required to, be invested in short-term interest-bearing U. S. Government or bank deposits or, in the discretion of the General Partner, securities of a similar nature.

11.10 Failure to Enforce Provision. The failure of any party to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.11 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement, or any provision hereof.

11.12 Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11.13 Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.14 Legend Conditions. The transfer of the Limited Partnership Interests evidenced hereby is subject to the following conditions:

NOTICE: These securities have not been registered under the Securities Act of 1933. They may not be sold or offered for sale in the absence of: (1) an effective registration statement as to the securities under the Securities Act of 1933; or (2) an opinion of counsel satisfactory to the General Partner that such registration is not required; or (3) a "no-action" letter from the Securities and Exchange Commission to the effect that the staff of the Commission

will not recommend that any action be taken under said Securities Act against the Partnership, the General Partner or the holder if such proposed sale is consummated without registration under said Securities Act.

In addition, the transfer of Limited Partnership Interests evidenced hereby and arising as a result of an offer or sale in the State of California is subject to the following condition:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR
T TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

11.15 Withdrawal of Initial Limited Partner. Upon completion of the anticipated offering of Limited Partnership Interests in this Partnership and acceptance of Limited Partners in addition to the one Initial Limited Partner, such Initial Limited Partner may withdraw the amount of his contribution, in the amount of $30,000 and all other Partners hereby agree to such withdrawal. Upon such withdrawal such Initial Limited Partner shall cease to be a Partner.

IN WITNESS WHEREOF, this Amended Limited Partnership Agreement is executed as of the 18th day of February, 1976.

ENI EXPLORATION COMPANY - III
General Partner

By _____
Joseph L. Schocken
General Partner

UNITS PURCHASED

22 Units ($110,000)

LIMITED PARTNERS:

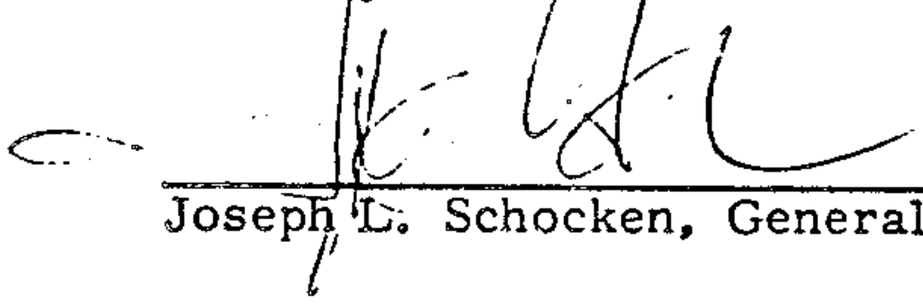
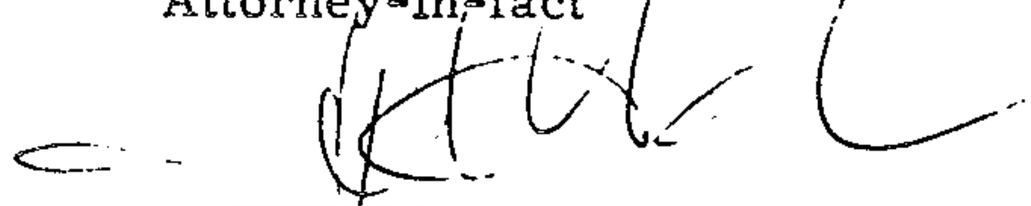
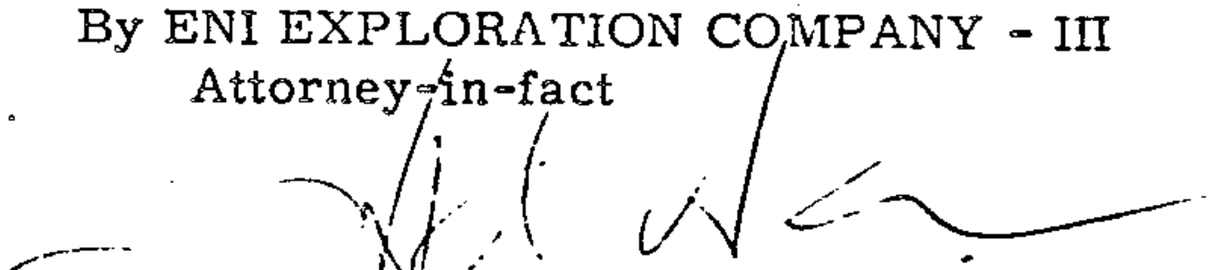
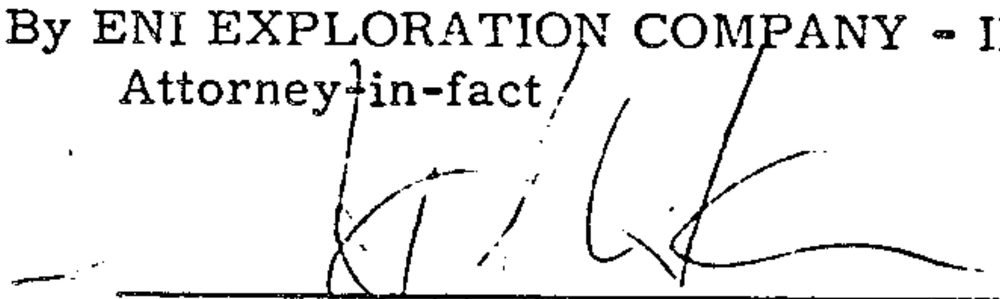
CARDINAL INVESTMENTS
#2400 135 South LaSalle Street
Chicago, Illinois 60606
By ENI EXPLORATION COMPANY - III
Attorney-in-fact

_____
Joseph L. Schocken, General Partner

UNITS PURCHASED	LIMITED PARTNERS (Continued)
6 Units ($30,000)	Chester & Helen Chew 6256 Fordham Way Sacramento, California 95831 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
18 Units ($90,000)	Edward DeFelice Heritage Properties 2312 Eastlake Avenue East Seattle, Washington 98102 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	James C. Dittmer 5 Cimmarron Drive Littleton, Colorado 80121 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	A. L. Feldman 8250 Smith Road Denver, Colorado 80207 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner

UNITS PURCHASED	LIMITED PARTNERS (Continued)
6 Units ($30,000)	James E. Frank Post Office Box 2153 San Francisco, California 94126 By ENI EXPLORATION COMPANY - III Attorney-in-fact _____ Joseph L. Schocken, General Partner
6 Units ($30,000)	J. H. Hardie & Associates Bald Mountain Road Browns Valley, California 95918 By ENI EXPLORATION COMPANY - III Attorney-in-fact _____ Joseph L. Schocken, General Partner
6 Units ($30,000)	A. J. Havlis 715 Woodland Drive Woodstock, Illinois 60098 By ENI EXPLORATION COMPANY - III Attorney-in-fact _____ Joseph L. Schocken, General Partner
6 Units ($30,000)	John D. Hershner Residence #64 2800 South University Blvd. Denver, Colorado 80210 By ENI EXPLORATION COMPANY - III Attorney-in-fact _____ Joseph L. Schocken, General Partner

UNITS PURCHASED	LIMITED PARTNERS (Continued)
6 Units ($30,000)	Charles R. McCotter 26 Polo Club Circle Denver, Colorado 80209 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	Monmouth Paper Company Post Office Box 589 New Brunswick, New Jersey 08903 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	William A. Norstrom 11645 S. E. 208th Street #22 Kent, Washington 98031 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
8 Units ($40,000)	Charles I. Petschek 86 Mamaroneck Road Scarsdale, New York 10583 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner

UNITS PURCHASED	LIMITED PARTNERS (Continued)
10 Units ($50,000)	John A. Reilly Private - 41st Floor 59 Maiden Lane New York, N. Y. 10038 By ENI EXPLORATION COMPANY - III Attorney-in-fact  Joseph L. Schocken, General Partner
6 Units ($30,000)	Joseph T. Simpson 4031 Ridgeview Road Harrisburg, Pennsylvania 17112 By ENI EXPLORATION COMPANY - III Attorney-in-fact  Joseph L. Schocken, General Partner
6 Units ($30,000)	H. Peter Stern Mountainville, New York 10953 By ENI EXPLORATION COMPANY - III Attorney-in-fact  Joseph L. Schocken, General Partner
10 Units ($50,000)	John W. Titcomb 121 West 12th Street Aberdeen, Washington 98520 By ENI EXPLORATION COMPANY - III Attorney-in-fact  Joseph L. Schocken, General Partner

UNITS PURCHASED	LIMITED PARTNERS (Continued)
6 Units ($30,000)	Richard T. Wieckowicz 1781 Mt. Vernon Drive San Jose, California 95125 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	Howard S. Wright Post Office Box 3764 Seattle, Washington 98124 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	John E. Zimmerman 260 West Chelsea Circle Newtown Square, Pennsylvania 19073 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner
6 Units ($30,000)	Shepard Stern 251 East Grand Chicago, Illinois 60611 By ENI EXPLORATION COMPANY - III Attorney-in-fact Joseph L. Schocken, General Partner

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 30th day of January, 1976.

LIMITED PARTNER:

Edward DeFelice

WITNESS:

Victor D. Alhadeff

Address: Victor D. Alhadeff
ENI Corporation
1401 Bank of California Center
Seattle, Washington 98102

STATE OF Wash.)
) ss.
COUNTY OF King)

On this 30th day of January, 1976, before me personally appeared Edward DeFelice, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary public in and for the state of Washington, residing at Seattle

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed; under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 30 day of Jan., 1976.

LIMITED PARTNER:

A E Fellman

WITNESS:

C J Hoaman

Address: ENI Corporation
1776 Prudential Plaza
Denver, CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 30th day of JANUARY, 1976, before me personally appeared A.L. FELDMAN, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary public in and for the state of COLORADO, residing at DENVER

My Commission expires October 31, 1979

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 12 day of February, 1976..

LIMITED PARTNER:

John W. Thomas

WITNESS:

Nicks Dierdorff

Address: 1411 Bank of California Center
Seattle, Wash. 98164

STATE OF [illegible])
) ss.
COUNTY OF [illegible])

On this 10 day of [illegible], 1976, before me personally appeared [illegible], to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

[illegible]
Notary public in and for the state of [illegible], residing at [illegible]

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 28 day of Jan, 1976.

LIMITED PARTNER:

Charles V. Petschek

WITNESS:
J Rosemary Bogdasch
Address:
51-11 216 St
Bayside, N.Y. 11364

STATE OF New York)
) ss.
COUNTY OF New York)

On this 26th day of January, 1976, before me personally appeared Charles E. Jurkish, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Abe Dreksler
Notary public in and for the state of _____, residing at _____

ABE DREKSLER
Notary Public, State of New York
No. 30-6098600
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1976

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 28th day of January, 1976.

LIMITED PARTNER:

H. Peter Stern

WITNESS:

Arlene Cox

Address: Arlene Cox
Mountainville, NY 10953

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

On this 28th day of January, 1976, before me personally appeared H. Peter Stern, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Spencer L. Koslan

Notary public in and for the state of _____, residing at _____

SPENCER L. KOSLAN
Notary Public, State of New York
Qualified in Orange County
Term Expires March 30, 1977

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 12 day of February, 1976.

LIMITED PARTNER:

J. T. Thompson

WITNESS:

Address: 846 Kiehl Drive
Lemoyne Pa 17043

[redacted]

318

STATE OF Penna)
) ss.
COUNTY OF Cumberland)

On this 19 day of February, 1976, before me personally appeared J. T. Simpson, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Vivian B. Knier
Notary public in and for the state of Penna., residing at Wormleysburg

NOTARY PUBLIC
My Commission Expires Feb. 21, 197-
Wormleysburg, Pa. Cumberland Co.

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 17th day of February, 1976.

LIMITED PARTNER:

William A Norstrom

WITNESS:

Address: Bank of Calif. Center
Seattle, Wash.

STATE OF Washington)
) ss.
COUNTY OF King)

On this 17th day of February, 1976, before me personally appeared William A. Norstrom, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary public in and for the state of Washington, residing at Seattle

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required ~~by the~~ Act; (b) to sign, execute, acknowledge, file and record all ~~cons~~ents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 12th day of February, 1976.

LIMITED PARTNER:

WITNESS: M Pinter — John E. Zimmerman

Address: ENI Corporation
707 Western Savings Bank Bldg.
Philadelphia, PA 19107

[redacted]

324

STATE OF Penna.)
) ss.
COUNTY OF Phila.)

On this 12th day of February, 1976, before me personally appeared John E. Zimmerman, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Robert E Flanigan
Notary public in and for the state of PENNSYLVANIA, residing at PHILADELPHIA

ROBERT E. FLANIGAN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires December 10, 19[illegible]

324

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 25th day of February, 1976.

LIMITED PARTNER:

John D Henderson

WITNESS:

C Kinnear

Address: ENI Corporation
1776 Prudential Plaza
Denver, CO 80202

327

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 11TH day of FEBRUARY, 1976, before me personally appeared JOHN D. HEISHNER, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary public in and for the state of COLORADO, residing at DENVER.

My Commission expires September 8, 1979

[redacted]

325

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required ~~by the~~ Act; (b) to sign, execute, acknowledge, file and record ~~all con~~sents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 5th day of February, 1976.

LIMITED PARTNER:
SeaFirst & Co., Trustee, Under Agreement with Richard E. Lang

By: _____
Sam Thiessen

WITNESS:

_____

Address: Victor D. Alhadeff
ENI Corporation
1401 Bank of California Center
Seattle, Washington 98164

STATE OF Wash.)
) ss.
COUNTY OF King)

On this 5th day of February, 1976, before me personally appeared Sam Thiessen, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Jessie Carver
Notary public in and for the state of Washington, residing at Cadiz

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

[redacted]

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 12 day of Feb., 1976.

LIMITED PARTNER:

John A. Kelly

WITNESS:

Address: [redacted]

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of February, 1976, before me personally appeared John A. Reilly, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Bertha C. Ford
Notary public in and for the state of New York, residing at Kings County

BERTHA C. FORD
Notary Public, State of New York
No. 24-6[illegible]
Certificate filed in [illegible] County
Commission Expires March 30, 1976

[redacted]

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 10th day of February, 1976.

LIMITED PARTNER:

Robert W. Mathews, Jr.
Robert W. Mathews, JR for Mathews Investments

WITNESS:

Paula J. Miller

Address: 16525 Southeast Kinzyck Road
Sandy, Oregon 97055

STATE OF Oregon)
) ss.
COUNTY OF Multnomah)

On this 10th day of February, 1976, before me personally appeared Robert W. Mathews Jr., to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary public in and for the state of Oregon, residing at 1316 Southwest Salmon Road Portland, Oregon 97219

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 12 day of FEBRUARY, 1976.

LIMITED PARTNER:

A J HAULIS

715 WOOD LAND DR
WOOD STOCK, ILL

WITNESS:

Address: 20 N WACKER
CHGO, ILL

STATE OF Del)
) ss.
COUNTY OF Kent)

On this 12 day of February, 1976, before me personally appeared C. J. Hardee Jr., to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Susan Barney
Notary public in and for the state of Delaware, residing at Dover

[redacted]

340

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 19th day of January, 1976.

LIMITED PARTNER:

Richard T. Wieckowicz

WITNESS:

Address: 1050 TALARA DRIVE #212
PALO ALTO, CA 94303

[redacted]

STATE OF Calif.)
) ss.
COUNTY OF Santa Clara)

On this ~~10th~~ 26th day of January, 1976, before me personally appeared William T. Blackburn, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

L. Denison
Notary public in and for the state of Calif., residing at Fort Ord, Ca.

OFFICIAL SEAL
L. DENISON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
MY COMMISSION EXPIRES JULY 30, 1978

[redacted]

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 3 day of FEBRUARY, 1976.

LIMITED PARTNER:

Joseph E Marcus
JOSEPH E MARCUS

WITNESS:
Victor G Ensign 20 N. WACKER CHGO 60606

Address: 400 E RANDOLPH
CHGO, ILL 60601

STATE OF Ill)
) ss.
COUNTY OF Cook)

On this 3 day of February, 1976, before me personally appeared Joseph C. Hanes, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Susan Dainow
Notary public in and for the state of Illinois, residing at Cook

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 29th day of January, 1976.

LIMITED PARTNER:

Charles P. McCotter

WITNESS:

G. Hanson

Address: ENI CORPORATION
1776 PRUDENTIAL PLAZA
DENVER, CO 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 29 day of January, 1976, before me personally appeared Jules R. McCoffey, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Dennis R. Keller
Notary public in and for the state of Colorado, residing at Denver

My Commission expires September 8, 1979

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 9th day of February, 1976.

LIMITED PARTNER:

Cardinal Investments
John K. O'Connor Partner
135 S. LASALLE
CHGO, ILL 60603

WITNESS:

Address: 20 N WACKER
CHGO ILL

STATE OF Ill)
) ss.
COUNTY OF Cook)

On this 9 day of February, 1976, before me personally appeared John O'Connor, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Susan Barney
Notary public in and for the state of Illinois, residing at Cook

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 22 day of JANUARY, 1976:

LIMITED PARTNER:

_____

WITNESS:

_____

Address: 20 N WACKER
CHGO, ILL 60606

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 22 day of January, 1976, before me personally appeared Shepard Stern, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Susan Barney
Notary public in and for the state of Illinois, residing at Cook

355

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 27th day of January, 1976.

LIMITED PARTNER:

WITNESS:

Address: ENI Corporation
1776 Prudential Plaza
Denver, CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 27th day of JANUARY, 1976, before me personally appeared JAMES C. DITTMER, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

P. D. [illegible]
Notary public in and for the state of COLORADO, residing at DENVER

My Commission expires October 31, 1979

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 26th day of January, 1976.

LIMITED PARTNER:

X [signature]

WITNESS:

Stephen B. Smith

Address: ENI Corp
1100 Quail St
Newport Beach Ca 92660

[redacted]

360

STATE OF California)
) ss.
COUNTY OF Yolo)

On this 27th day of January, 1976, before me personally appeared Chester Chew and Helen Chew to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

OFFICIAL SEAL
BONNIE E. GROH
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Comm. Expires April 17, 1977

Bonnie E. Groh
Notary public in and for the state of California, residing at Woodland, Ca.

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 27th day of JANUARY, 1976.

LIMITED PARTNER:

Jane Vouks for

J. H. HARDIE & ASSOC.

WITNESS:

Stephen B. Smith

Address: ENI CORP.
1100 QUAIL ST.
NEWPORT BEACH, CA.
92660

STATE OF California)
) ss.
COUNTY OF Orange)

On this 27th day of January, 1976, before me personally appeared Jane Haedie, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

OFFICIAL SEAL
CARLA A. RIGTER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires May 13, 1979

Carla A. Rigter
Notary public in and for the state of California, residing at Newport Beach

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record aII consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this X 21 day of X JANUARY, 1976..

LIMITED PARTNER:

James E. Frank

WITNESS:

Address: 200 Grand Blvd
San Francisco Ca

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 21st day of JANUARY, 1976, before me personally appeared JAMES E. FRANK, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Zoe I. Noland
Notary public in and for the state of CALIFORNIA, residing at 600 HEARST BLDG SAN FRANCISCO, CALIF

ZOE I. NOLAND
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires March 16, 1978

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 5th day of February, 1976.

LIMITED PARTNER:

Howard S. Wright

WITNESS:

Address: Victor D. Alhadeff
ENI Corporation
1401 Bank of Calif. Ctr.
Seattle, Washington 98164

STATE OF Wash.)
) ss.
COUNTY OF King)

On this 5th day of February, 1976, before me personally appeared Howard S. Wright, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Jessie Carver
Notary public in and for the state of Wash., residing at Seattle

[redacted]

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 10th day of February, 1976.

LIMITED PARTNER:

James B. Irving

James B. Irving for
Lewis H. Irving & Company

WITNESS:

Address: Glenn J. Boyce
11610 Southwest 135th Avenue
Tigard, Oregon 97223

STATE OF Oregon)
) ss.
COUNTY OF Clackamas)

On this 11TH day of February, 1976, before me personally appeared James D Irvin, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Felix Lisler
Notary public in and for the state of Oregon, residing at 4335 SE 76TH Portland

POWER OF ATTORNEY

The undersigned Limited Partner hereby makes, constitutes and appoints ENI EXPLORATION COMPANY III, a Limited Partnership organized under the laws of the state of Washington, with full power of substitution and resubstitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit: (a) to sign, execute, certify, acknowledge, file, record and deliver the Limited Partnership Agreement or the Certificate of Limited Partnership of ENI Exploration Program 1976 I (the "Partnership") as required by the Washington Uniform Limited Partnership Act (the "Act"), and to sign, execute, certify, acknowledge, file, record and deliver any certificate necessary to qualify or continue the Partnership as a limited partnership or similar entity wherein the limited partners have limited liability, in those states where the Partnership may be doing business (including without limitation counterparts of the Agreement), and any instruments which affect a change or modification of the Partnership in accordance with the Limited Partnership Agreement; any other instruments which may be required of ENI Exploration Company III, or of the Limited Partners in the Partnership by law in Washington or any other jurisdiction, including, but not limited to, certificates of fictitious name and amendments to or cancellations of the Certificate of Limited Partnership as required by the Act; (b) to sign, execute, acknowledge, file and record all consents to the transfer of Partnership interests, to the admission of substitute or additional Partners or to the withdrawal or reduction of any Partner's invested capital; (c) to sign, execute, acknowledge and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with any other United States, state or other government agencies, departments, bureaus offices, or authorities deemed appropriate by ENI Exploration Company III: (i) all and any offers to lease, leases (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including without limitations, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including without limitation, the Mineral Leasing Act of 1920, as amended, 30 U.S.C. Sec. 181, et seq., the Right-of-Way Leasing Act of 1930, 30 U.S.C. Sec. 301, et seq., the Acquired Land Leasing Act of 1947, 30 U.S.C. Sec. 351, et seq., or any lands of any state or other jurisdiction; (ii) all statements of interest and

holdings on behalf of the undersigned Investor; (iii) any other statements, notices, or communications required or permitted to be filed or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 CFR Sec. 3122(a)(2) or under any other law of the United States, any state thereof, or any other jurisdiction relating to the leasing of lands for oil and gas exploration or production; and (iv) any requests for approval of assignments or transfers of oil and gas leases, any unitization, pooling communication agreements and any other instruments which ENI Exploration Company III may execute as General Partner pursuant to the Limited Partnership Agreement of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by the undersigned individually on any such matter. This limited Power of Attorney is hereby declared to be irrevocable and shall survive the assignment or transfer by the undersigned of all or part of his interest in the Partnership and, being coupled with an interest, shall survive the death of the undersigned to the extent that the undersigned may legally contract for such survival. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry.

The undersigned Investor hereby agrees to execute and deliver to ENI Exploration Company III within five days after receipt of written request therefor, such other and further statements of interest and holdings, designations, powers of attorney and other instruments ENI Exploration Company III deems necessary, including, without limitation, those required to comply with any laws, rules or regulations relating to acquisition, operation or holding of foreign, federal or state oil, gas or mineral leases, licenses, concessions or interests therein.

IN WITNESS WHEREOF, this Power of Attorney has been executed by the undersigned on this 20 day of January, 1976.

LIMITED PARTNER: MONMOUTH PAPER COMPANY

× Herman Schwartzman
By Herman Schwartzman

WITNESS:
Edward Shuay

Address: 506 Jersey Avenue
New Brunswick, New Jersey 08903

375

STATE OF New Jersey)
) ss.
COUNTY OF Middlesex)

On this 20 day of January, 1976, before me personally appeared Herman Schwartzman, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Irene Rembrandt
Notary public in and for the state of New Jersey, residing at Highland Park NJ

Notary Public of New Jersey
My Commission Expires Feb. 1, 19..

STATE OF WASHINGTON }
County of King } ss.

I, BETTY J. MULLEN, Clerk of the Superior Court of the State of Washington, for the County of King, do hereby certify that I have compared the foregoing copy with the original Instrument as the same appears on file and of record in my office, and that the same is a true and perfect transcript of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court at my office at Seattle this FEB 19 1976 day of ....., 19.....

BETTY J. MULLEN, Superior Court Clerk

By .....
Deputy Clerk

377

01X6-4904638/F 4904638

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-50534

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

CITIES SERVICE COMPANY
P. O. Box 300
Tulsa, Oklahoma 74102

152648

RECORDED March 10, 19 76 9:00 A M
IN BOOK 52 Oil & Gas Lse PAGE 377
FEES $ 1.50 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 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 30 North, Range 114 West, Sublette County, Wyoming

Section 25: W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4

Containing a total of 360.00 acres, more or less.

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.

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.

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 26th day of December 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 FEB 1 1975

By J. Thomas Dunn
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 11 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

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation A DELAWARE CORPORATION
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
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.

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this assigrment.

Executed this 14th day of January , 19 76

EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT IS IN CORPORATE QUALIFICATION FILE NUMBER W-56943.

CITIES SERVICE COMPANY

CITIES SERVICE COMPANY LAND DEPT. TULSA, OKLAHOMA

BY: Wiley C Hill
(Assignee's Signature)

*Attorney in Fact certifies that he will not receive any interest in the lease(s) covered unless approved.

* Wiley C. Hill Attorney in Fact

Cities Service Company
P. O. Box 300
Tulsa, Oklahoma
(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 [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 leas[redacted]ts. Se[redacted]atements and written agreements if a[redacted] be

STATE OF CALIFORNIA)
COUNTY OF KERN) ss ACKNOWLEDGEMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of November, 1975, personally appeared C. E. STRANGE, to 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 him free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

Betty J. Slick
Notary Public

SC-W-0552

152649

Mid-Continent Association W. Reassign.

601

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 10th day of March, 19 76, at 9:00 o'clock A M., and duly recorded in book 5201 Page 381 of the records of this office.

Ina J. Yake
by Marilyn Benton
Fee $ 4.50 Register of Deeds.

When recorded
Return to

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cliff Development Limited, c/o MacPherson, Leslie & Tyerman, 2161 Scarth Street, Regina, Saskatchewan, Canada S4P 2V4

(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 DAVIS OIL COMPANY, 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202

(hereinafter called Assignee), All its right, title and interest in and to the oil and gas lease dated January 20, 19 76, from Richard Robertson, a married man dealing in his sole and separate property, 3930 Winter Garden Road, Orlando, Florida, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, Lessee, recorded in book ----, page ----, 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 29: E½, SW¼
Section 32: N½N½

of Section ----, Township ----, Range ----, and containing 640.00 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, 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) 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 sixty (60) 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. 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.

EXECUTED This 17th day of February, 19 76
without warranties of any kind.

ATTEST: Shirley M. Raymond
Shirley M. Raymond, Secretary

CLIFF DEVELOPMENT LIMITED (Seal)
By: Thomas F. Stroock
Thomas F. Stroock, President (Seal)

(SEAL) [redacted] [redacted] (Seal)

[redacted] [redacted]

STATE OF WYOMING)
COUNTY OF NATRONA) 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~~ WYOMING)
County of NATRONA) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 17th day of February, A. D. 19 76, before me personally appeared Thomas F. Stroock, to me personally known, who, being by me duly sworn, did say that he is the President of Cliff Development Limited 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 President acknowledged said instrument to be the free act and deed of said corporation.

Witness my ~~hand and official seal~~ this 17th day of February, A. D. 19 76

RITA T. HOWELL Notary Public
County of Natrona — State of Wyoming
My Commission ~~expires~~ Commission Expires Nov. 28, 1979

(SEAL)

Rita T. Howell
Notary Public.

No. _____

FROM

_____

TO

_____

Dated _____, 19____

No. Acres _____

_____ County, _____

Term _____

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

_____
County Clerk.

By _____ Deputy.

When recorded return to

_____

_____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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
Parker, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided one and one-half percent (1-1/2%) of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease or any extensions or renewals thereof, to-wit:

D-6158-B Oil and Gas Lease effective January 20, 1976, from Richard Robertson, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 33 North, Range 113 West, 6th PM
Section 29: E/2, SW/4
Section 32: N/2N/2

If the oil and gas lease herein described covers 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 26th day of February, 1976.

DAVIS OIL COMPANY, a Partnerhsip

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of February, 1976, by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
March 25, 1976

152650

RECORDED March 10, 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 383
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

RECORDED March 10, 1976 9:40 A.M
IN BOOK 52 of Misc PAGE 384
FEES $2.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benson

152651

POWER OF ATTORNEY

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned PINEDALE CORPORATION, a Delaware corporation of New York, N. Y., hereinafter called "Grantor", has made, constituted and appointed, and by these presents does hereby make, constitute and appoint OIL AND GAS FUTURES, INC. OF TEXAS, a Texas corporation ("Futures"), of Houston, Harris County, Texas, as its true and lawful attorney, for it and in its name, place and stead to assign and transfer the interest of the undersigned in any oil and gas leases or any type of mineral interest located in the State of Wyoming, and covering those lands more fully described in Exhibit "A" attached hereto, such instruments of assignment and transfer to contain such terms and provisions and to be executed for such consideration as Futures may deem expedient and proper, hereby vesting in Futures the right to fully bind Grantor the same as if Grantor had executed any such instrument or instruments of transfer and assignment; hereby ratifying and confirming whatever actions Futures may take hereunder.

Grantor agrees and represents to those dealing with Futures that this Power of Attorney may be voluntarily revoked alone by revocation filed with Futures at its office in Houston, Texas, and such third parties dealing with Futures may rely upon and accept the statement of Futures as to whether or not such revocation is so filed.

IN WITNESS WHEREOF, this instrument is executed this 21st day of January, 1976.

PINEDALE CORPORATION

ATTEST:

William Gilbert
ASS'T. SECRETARY

By Joseph A. Vitanza
President
JOSEPH A. VITANZA
VICE PRESIDENT

THE STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

JOSEPH A. VITANZA

On this 21st day of January, 1976, before me appeared _____, to me personally known, who, being duly sworn did say that he is the VICE PRESIDENT 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 on behalf of said corporation by authority of its Board of Directors and the said JOSEPH A. VITANZA 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.

IRENE B. MINELLI
Notary Public, State of New York
No. 24-4523694
Qualified in Kings County
Commission Expires March 30, 1978

Irene B. Minelli
Notary Public in and for said County and State

My Commission Expires: _____

POWER OF ATTORNEY

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned, RAINBOW RESOURCES, INC., a Wyoming corporation, hereinafter called "Grantor", has made, constituted and appointed, and by these presents does hereby make, constitute and appoint OIL AND GAS FUTURES, INC. OF TEXAS, a Texas corporation ("Futures"), of Houston, Harris County, Texas, as its true and lawful attorney, for it and in its name, place and stead to assign and transfer the interest of the undersigned in any oil and gas leases or any type of mineral interest located in the State of Wyoming, and covering those lands more fully described in Exhibit "A" attached hereto, such instruments of assignment and transfer to contain such terms and provisions and to be executed for such consideration as Futures may deem expedient and proper, hereby vesting in Futures the right to fully bind Grantor the same as if Grantor had executed any such instrument or instruments of transfer and assignment; hereby ratifying and confirming whatever actions Futures may take hereunder.

Grantor agrees and represents to those dealing with Futures that this Power of Attorney may be voluntarily revoked alone by revocation filed with Futures at its office in Houston, Texas, and such third parties dealing with Futures may rely upon and accept the statement of Futures as to whether or not such revocation is so filed.

IN WITNESS WHEREOF, this instrument is executed this 12th day of January, 1976.

RAINBOW RESOURCES, INC.

ATTEST:

By _____
Charles A. Shear Vice-President

Assistant Secretary

THE STATE OF COLORADO)
) ss
COUNTY OF Jefferson)

On this 12th day of January, 1976, before me appeared Charles A. Shear, to me personally known, who, being 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 on behalf of said corporation by authority of its Board of Directors and the said Charles A. Shear 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:
July 23, 1978

_____
Notary Public in and for said County and State

POWER OF ATTORNEY

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned PETROLEUM RESOURCES COMPANY, a Minnesota corporation of Cushing, Oklahoma hereinafter called "Grantor", has made, constituted and appointed, and by these presents does hereby make, constitute and appoint OIL AND GAS FUTURES, INC. OF TEXAS, a Texas corporation ("Futures"), of Houston, Harris County, Texas, as its true and lawful attorney, for it and in its name, place and stead to assign and transfer the interest of the undersigned in any oil and gas leases or any type of mineral interest located in the State of Wyoming, and covering those lands more fully described in Exhibit "A" attached hereto, such instruments of assignment and transfer to contain such terms and provisions and to be executed for such consideration as Futures may deem expedient and proper, hereby vesting in Futures the right to fully bind Grantor the same as if Grantor had executed any such instrument or instruments of transfer and assignment; hereby ratifying and confirming whatever actions Futures may take hereunder.

Grantor agrees and represents to those dealing with Futures that this Power of Attorney may be voluntarily revoked alone by revocation filed with Futures at its office in Houston, Texas, and such third parties dealing with Futures may rely upon and accept the statement of Futures as to whether or not such revocation is so filed.

IN WITNESS WHEREOF, this instrument is executed this 22nd day of January, 1976.

PETROLEUM RESOURCES COMPANY

ATTEST:

JoAnn Lessard
Assistant Secretary

By Sigved Sampson FOR RPR
Executive Vice President

THE STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 22nd day of January, 1976, before me appeared ~~Sigved Sampson~~, to me personally known, who, being duly sworn did say that he is the ~~Exec.~~ 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 on behalf of said corporation by authority of its Board of Directors and the said ~~Sigved Sampson~~ 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.

Marion L. Cochran
Notary Public in and for said County, Minn. Anoka and State

My Commission Expires:

[illegible] Minn.
[illegible] Ex[illegible] 6. 17, 1977

POWER OF ATTORNEY

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned GREENBRIER OPERATING CO., a Texas corporation of Dallas, Texas, hereinafter called "Grantor", has made, constituted and appointed, and by these presents does hereby make, constitute and appoint OIL AND GAS FUTURES, INC. OF TEXAS, a Texas corporation ("Futures"), of Houston, Harris County, Texas, as its true and lawful attorney, for and in its name, place and stead to assign and transfer the interest of the undersigned in any oil and gas leases or any type of mineral interest located in the State of Wyoming and covering those lands more fully described in Exhibit "A" attached hereto, such instruments of assignment and transfer to contain such terms and provisions and to be executed for such consideration as Futures may deem expedient and proper, hereby vesting in Futures the right to fully bind Grantor the same as if Grantor had executed any such instrument or instruments of transfer and assignment; hereby ratifying and confirming whatever actions Futures may take hereunder.

Grantor agrees and represents to those dealing with Futures that this Power of Attorney may be voluntarily revoked alone by revocation filed with Futures at its office in Houston, Texas, and such third parties dealing with Futures may rely upon and accept the statement of Futures as to whether or not such revocation is so filed.

IN WITNESS WHEREOF, this instrument is executed this 9th day of January, 1976.

ATTEST: J. L. Moore

GREENBRIER OPERATING CO.

By Fred L Olson
President

THE STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On this 9th day of January, 1976, before me appeared Fred L Olson to me personally known, who, being duly sworn did say that he is the ____ President of GREENBRIER OPERATING 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 the said Fred L Olson 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.

Eleanor Randell
Notary Public in and for said County and State.

My Commission Expires:
6-1-77

POWER OF ATTORNEY

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned TERRA RESOURCES, INC., a Delaware corporation of Tulsa, Oklahoma, hereinafter called "Grantor", has made, constituted and appointed, and by these presents does hereby make, constitute and appoint OIL AND GAS FUTURES, INC. OF TEXAS, a Texas corporation ("Futures"), of Houston, Harris County, Texas, as its true and lawful attorney, for it and in its name, place and stead to assign and transfer the interest of the undersigned in any oil and gas leases or any type of mineral interest located in the State of Wyoming and covering those lands more fully described in Exhibit "A" attached hereto, such instruments of assignment and transfer to contain such terms and provisions and to be executed for such consideration as Futures may deem expedient and proper, hereby vesting in Futures the right to fully bind Grantor the same as if Grantor had executed any such instrument or instruments of transfer and assignment; hereby ratifying and confirming whatever actions Futures may take hereunder.

Grantor agrees and represents to those dealing with Futures that this Power of Attorney may be voluntarily revoked alone by revocation filed with Futures at its office in Houston, Texas, and such third parties dealing with Futures may rely upon and accept the statement of Futures as to whether or not such revocation is so filed.

IN WITNESS WHEREOF, this instrument is executed this 5th day of January, 1976.

ATTEST: D. E. Ewing

D. E. Ewing, Secretary

TERRA RESOURCES, INC.

By Jack van Wyke

Jack van Wyke, President

THE STATE OF OKLAHOMA)
) ss
COUNTY OF Tulsa)

On this 2nd day of January, 1976, before me appeared Jack van Wyke, to me personally known, who, being 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 on behalf of said corporation by authority of its Board of Directors and the said Jack van Wyke 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:
2-20-76

Notary Public in and for said County and State

GREENBRIER LIMITED, INC., PINEDALE CORPORATION, as Non-Operators.

EXHIBIT 'A' PAGE 10 STATE OF Wyoming COUNTY OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
WY1-918	Jewett Land & Livestock Co.		4-24-77	Township 32 North, Range 111 West Section 22: SW¼, SW¼SE¼ Section 25: W½NW¼, N½SW¼, SE¼SW¼ Section 26: NE¼, N½SE¼, SE¼SW¼, N½SW¼, SW¼NW¼ Section 27: W½, N½NE¼ Section 28: NE¼NE¼, S½NE¼, NE¼SE¼			1360.00	1360.00	3.125%
WY1-913	Robert L. Miller et ux		4-17-77	Township 31 North, Range 111 West Section 11: S½NE¼, SE¼ Section 12: S½, S½N½ Section 13: N½N½			880.00	880.00	3.125%
WY1-912	Robert L. Miller et ux		4-17-77	Township 34 North, Range 111 West Section 28: S½NW¼, SW¼ Township 36 North, Range 112 West Section 14: E½NE¼ Township 34 North, Range 111 West Section 7: Lot 1, NE¼NW¼ Township 35 North, Range 111 West Section 32: NE¼NW¼, S½NW¼, N½SW¼, SW¼SW¼			637.42	637.42	3.125%
WY1-911	Mildred M. Miller et vir		4-17-77	Township 34 North, Range 111 West Section 26: S½ Section 27: W½SE¼, SE¼SE¼ Section 34: N½NE¼ Section 35: NE¼, E½NW¼, NW¼NW¼, N½SE¼ Section 36: N½			1200.00	1200.00	3.125%
WY1-922-A	Robert J. Travelute et ux, et al		4-18-77	Township 34 North, Range 111 West Section 34: S½NE¼, SE¼ Section 35: SW¼NW¼, W½SW¼, Less a certain Tract of land described more fully			358.90	179.45	3.125%

389

GREENBRIER LIMITED, INC., PINEDALE CORPORATION, as Non-Operators.

EXHIBIT "A" PAGE 11 STATE OF Wyoming COUNTY OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	RECORDED PAGE	ACRES GROSS	NET	EXISTING BURDENS
WY1-909-A	Newcomb Land & Cattle Company, Inc., et al		4-13-77	Township 31 North, Range 111 West Section 1: Lots 3, 4, S½NW¼, SW¼, Except 1 Acre in SE¼SW¼ Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 11: N½NE¼ Section 12: N½NW¼, Except 1 Acre in NE¼NW¼ Township 32 North, Range 111 West Section 26: SW¼SW¼ Section 27: S½NE¼, SE¼ Section 34: NE¼ Section 35: W½, W½E½, E½SE¼, SE¼NE¼			1639.72	819.86	3.125%
[redacted]-908	Mack V. Smith et ux		4-13-77	Township 31 North, Range 111 West Section 11: SW¼ Section 14: N½NW¼, SW¼NW¼ Section 15: SE¼NE¼, NW¼			480.00	480.00	3.125%
WY1-906-A	Emeline McDole Ellis et vir, et al		4-8-77	Township 35 North, Range 111 West Section 6: Lots 6, 7, SE¼SW¼ Section 7: Lot 1, NE¼NW¼ Township 35 North, Range 112 West Section 1: SE¼NE¼, E½SE¼			309.33	154.67	3.125%
WY1-904-A	Boyd Kelly et ux, et al		4-11-77	Township 34 North, Range 111 West Section 28: E½ Section 34: SW¼			480.00	240.00	3.125%
[redacted]-897	J. T. McLoughlin et ux		4-8-77	Township 33 North, Range 111 West Section 28: SW¼, Less all of the E 30 feet of E½SW¼ Section 29: SE¼, E½SW¼			398.64	398.64	3.125%
WY1-893	Charles F. Alexander et ux		4-10-77	Township 34 North, Range 111 West Section 27: SW¼ Section 34: NW¼			320.00	320.00	3.125%

390

and RAINBOW RESOURCES, INC., OIL AND GAS FUTURES, INC. OF TEXAS, TERRA RESOURCES, INC., PETROLEUM RESOURCES COMPANY, GREENBRIER LIMITED, INC., PINEDALE CORPORATION, as Non-Operators.

EXHIBIT "A" PAGE 15 STATE OF Wyoming COUNTY OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
				Township 33 North, Range 111 West Section 2: SW¼NW¼, W½SW¼, Lot 4					
WY1-1739 (New Lease)	Robert W. Sievers, Trustee		5-16-79	Township 31 North, Range 111 West Section 25: NE¼SW¼, S½SW¼, SW¼SE¼			160.00	160.00	None
WY1-922-B	Estate of A. W. Travelure		4-18-77	Township 34 North, Range 111 West Section 34: S½NE¼, SE¼ Section 35: SW¼NW¼, W½SW¼, Less a certain Tract of land described more fully in lease Township 33 North, Range 111 West Section 2: SW¼NW¼, W½SW¼, Lot 4			358.90	89.73	3.125%
WY1-922-C	Glenn W. Richardson		4-18-77	Township 34 North, Range 111 West Section 34: S½NE¼, SE¼ Section 35: SW¼NW¼, W½SW¼, Less a certain Tract of land described more fully in lease Township 33 North, Range 111 West Section 2: SW¼NW¼, W½SW¼, Lot 4			358.90	44.86	3.125%
WY1-922-D	Jack D. Richardson		4-18-77	Township 34 North, Range 111 West Section 34: S½NE¼, SE¼ Section 35: SW¼NW¼, W½SW¼, Less a certain Tract of land described more fully in lease Township 33 North, Range 111 West Section 2: SW¼NW¼, W½SW¼, Lot 4			358.90	44.86	3.125%

GREENBRIER LIMITED, INC., PINEDALE CORPORATION, as Non-Operators.
STATE OF Wyoming COUNTY OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
WY1-906-B	John A. May		4-8-77	Township 35 North, Range 111 West Section 6: Lots 6, 7, SE¼SW¼ Section 7: Lot 1, NE¼NW¼ Township 35 North, Range 112 West Section 1: SE¼NE¼, E½SE¼			309.33	154.67	3.125%
WY1-904-B	James and Koch, Inc.		4-11-77	Township 34 North, Range 111 West Section 28: E½ Section 34: SW¼			480.00	240.00	3.125%
WY1-909-B	Ted C. Frome et ux		4-13-77	Township 31 North, Range 111 West Section 1: Lots 3, 4, S½NW¼, SW¼, Except 1 Acre in SE¼SW¼ Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 11: N½NE¼ Section 12: N½NW¼, Except 1 Acre in NE¼NW¼ Township 32 North, Range 111 West Section 26: SW¼SW¼ Section 27: S½NE¼, SE¼ Section 34: NE¼ Section 35: W½, W½E½, E½SE¼, SE¼NE¼			1639.72	409.93	3.125%
WY1-909-C	Doyle F. Child et ux		4-13-77	Township 31 North, Range 111 West Section 1: Lots 3, 4, S½NW¼, SW¼, Except 1 Acre in SE¼SW¼ Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 11: N½NE¼ Section 12: N½NW¼, Except 1 Acre in NE¼NW¼ Township 32 North, Range 111 West Section 26: SW¼SW¼ Section 27: S½NE¼, SE¼ Section 34: NE¼ Section 35: W½, W½E½, E½SE¼, SE¼NE¼			1639.72	409.93	3.125%

392

EXHIBIT "A"

State of Wyoming County of Sublette

Belco Lease Nos.	Lessor	Present Lessee	Date	Description	Acres Gross	Acres Net	Existing Burden
1070-041	Boyd Kelly	Rainbow Resources, Inc. et al	4/11/67	Township 34 North, Range 112 West Section 1: W/2SW/4 Section 2: Lots 3,4,S/2N/2, N/2S/2, SE/4SE/4, S/2SW/4 Section 11: W/2NE/4, NW/4, W/2SW/4 Township 35 North, Range 112 West Section 34: SW/4NE/4, S/2NW/4, S/2 Section 35: W/2SW/4	1,440.43	720.22	3.1
1070-039	James Brothers Cattle Co.	Rainbow Resources, Inc. et al	4/11/67	Township 34 North, Range 112 West Section 1: W/2 SW/4 Section 2: Lots 3,4,S/2N/2, N/2S/2, SE/4SE/4, S/2SW/4 Section 11: W/2NE/4, NW/4, W/2SW/4 Township 35 North, Range 112 West Section 34: SW/4NE/4, S/2NW/4, S/2 Section 35: W/2SW/4	1,440.43	720.21	3.125%
1070-047	R. J. Travelute	Rainbow Resources, Inc. et al	4/18/67	Township 33 North, Range 111 West Section 3: Lots 1,2,S/2NE/4, SE/4 *	320.23	160.11	3.135%
1070-048	Travelute Estate	Rainbow Resources, Inc. et al	4/18/67	Township 33 North, Range 111 West Section 3: Lots 1,2,S/2NE/4,SE/4 *	320.23	80.06±	3.125%
1070-045	Glen Richardson	Rainbow Resources, Inc. et al	4/18/67	Township 33 North, Range 111 West Section 3: Lots 1,2,S/2NE/4, SE/4 *	320.23	40.03	3.125%
1070-046	Jack Richardson	Rainbow Resources, Inc. et al	4/18/67	Township 33 North, Range 111 West Section 3: Lots 1,2, S/2NE/4, SE/4*	320.23	40.03	3.125%
1070-044	Alvin Pearson	Rainbow Resources, Inc. et al	4/17/67	Township 34 North, Range 111 West Section 19: Lots 1,2,3, E/2SW/4, W/2SE/4, SE/4SE/4 Section 30: N/2SE/4, NE/4, **	553.45	480.45	3.1

393

1070-038	Carl Brown	Rainbow Resources, Inc. et al	4/17/67	Township 34 North, Range 111 West Section 19: Lots 1,2,3, E/2SW/4, W/2SE/4, SE/4SE/4 Sec. 30: N/2SE/4, NE/4 **	553.45	73.00	3.135%
1070-043	Robert Miller	Rainbow Resources, Inc. et al	4/17/67	Township 33 North, Range 111 West Section 4: Lots 3,4,S/2NW/4, SW/4 Township 34 North, Range 111 West Section 29: NW/4NE/4, S/2NE/4, W/2 SE/4 Section 30: SE/4SE/4 Section 31: NE/4NE/4 Section 32: N/2, N/2 SE/4 Section 33: W/2	1,720.06	1,720.06	3.125%
1070-042	Boyd Kelly	Rainbow Resources, Inc. et al	4/11/67	Township 33 North, Range 111 West Section 3: Lots 3,4, S/2NW/4, SW/4 Section 4: Lots 1,2, S/2NE/4, SE/4 Township 34 North, Range 111 West Section 33: E/2	960.68	480.34	3.125%
1070-040	James & Koch, Inc.	Rainbow Resources, Inc. et al	4/11/67	Township 33 North, Range 111 West Section 3: Lots 3,4, S/2NW/4, SW/4 Section 4: Lots 1,2, S/2 NE/4, SE/4 Township 34 North, Range 111 West Section 33: E/2	960.68	480.34	3.125%

TATLOCK'S
PHONE
(303) 266-1681

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned INVICTA CORPORATION 518-17th St., Suite #1050, 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 The following Assignees: M. J. FREEDMAN, 440 Metrobank Bldg.,Denver CO 80202-a 1.6666% of 8/8; Kenneth D. Sharp,1660 S Albion St.,Denver CO 80222-a 1.6666% of 8/8;John R.Strecker,150 Everett,Lakewood CO 80226-a 0.1666% of 8/8 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of --As noted above-- 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.

1) FEDERAL OIL AND GAS LEASE, Serial No: W-10615, Issued Feb. 1, 1968.

T. 36 N., R. 112 W., 6th PM:
Section 21: N½S½, SE¼SE¼
Section 27: NW¼NW¼, SE¼NW¼
Section 29: SE¼NE¼
Section 32: W½E¼ ... Containing 480.00 acres

2) FEDERAL OIL AND GAS LEASE, Serial No: W-10617, Issued Feb. 1, 1968.

T 36 N., R. 112 W., 6th PM:
Section 21: S½SW¼
Section 27: SW¼NW¼, SW¼
Section 32: E½E½
Section 34: All..... Containing 1080.00 acres

Together with any and all proportionate reversionary rights created in the assignment of these leases to Carl W. Klaenhammer in January 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 2nd day of March, 1976.

ATTEST: Joseph H. Mills
Joseph H Mills
Assistant Secretary

INVICTA CORPORATION
By: R. Scott Craig
R Scott Craig, Vice President

CORPORATION ACKNOWLEDGMENT

STATE OF COLORADO }
County of Denver } ss.

On this, 2nd day of March, A. D. 1976, before me personally appeared R Scott Craig to me personally known, who, having been by me first duly sworn, did say: That he is the Vice President of INVICTA CORPORATION, the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said R Scott Craig acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

396

Richard H. Vance
Denver, Colorado Notary Public.

My commission expires June 28, 1979

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.

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 WI ... written.

My Commi ...

... Public.

State of ... ion)

County of

On thi ... me personally appeared.... who, being by me duly sw ... tion and tl ... f said corporators, and said

... ion.

Witnes ... D. 19.....

(SEAL) ... Public.

My Commi

Approved by Monday Branton

RECORDED Monday 11 19 76 9:00 A M
IN BOOK 52 Misc Records PAGE 296
FEES $5.00 Rose J. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

152665

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

397

[redacted] [redacted] [redacted]

FORM 153

TATLOCK'S
PHONE
(303) 266-1681

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned KENNETH D. SHARP

1660 South Albion St., Denver, Colorado 80222

(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 the following: INVICTA CORPORATION,518-17th St.,Denver CO 80202-a 1.5001% of 8/8; to M. J. Freedman,444 Metrobank Bldg.,Denver,CO 80202-a 1.6666% of 8/8; to John R. Strecker, 150 Everett, Lakewood,CO 80226-a 0.1667% of 8/8 -- Overriding royalty; [redacted],

(hereinafter referred to as Assignee), [redacted] free and clear of all cost and expense of development and operation, in the amount of as above noted ----- 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.

152666

FEDERAL OIL AND GAS LEASE, Serial No. W-10616, Issued Feb. 1, 1968.

T. 36 N., R. 112 W., 6th PM:

Section 21: SW¼SE¼

Containing 40.00 acres.

RECORDED March 11, 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 398
FEES $3.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Together with any and all reversionary rights created in the assignment of this lease to BELCO PETROLEUM CORPORATION in April 1975 by K. D. Sharp (proportionately).

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 8th day of March, 19 76.

Kenneth D. Sharp:

Kenneth D Sharp

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 8th day of March, 19 76, by Kenneth D. Sharp.
Witness my hand and notarial seal.
My commission expires 1/22/80

Karen Lavelle
Notary Public

398

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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:

DEPCO, Inc.
1025 Petroleum Club Bldg.
Denver, Colorado 80202

AND

HANOVER PETROLEUM CORPORATION
211 North Ervay Bldg.,Suite 1410
Dallas, Texas 75201

hereinafter called Assignee, whether one or more, an undivided 1/8th interest to EACH Assignee in and to each of the following oil and gas leases, to-wit:

D-6239-A Oil and Gas Lease effective August 28, 1975, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1, 2, S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4
Section 9: Lots 3, 4, S/2NW/4, NW/4SW/4

Township 33 North, Range 113 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4

D-6239-B Oil and Gas Lease effective September 23, 1975, from Daniel H. Budd and Ada S. Budd, husband and wife, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1, 2, S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4
Section 9: Lots 3, 4, S/2NW/4, NW/4SW/4

Township 33 North, Range 113 West, 6th PM
Section 34: S/2NE/4, SE/4
Section 35: SW/4

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 15th day of January, 1976.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of January, 1976, 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

[illegible] PUBLIC OF COLORADO

152667

RECORDED March 11 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 399
FEES $3.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible] Carolyn Benton [illegible]

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 5th day of February, 1976, by and between Gordon Nickelson and Margaret Nickelson, Husband and Wife

of Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and DEPCO, Inc., 1025 Petroleum Club Building of Denver, Colorado 80202, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and other---------- 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 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 114 West 6th. P.M.
Section 1: SW¼NW¼
Township 34 North - Range 114 West 6th. P.M.
Section 26: W½SW¼

152752
RECORDED March 17 1976 9:02A
IN BOOK 52 Oil & Gas PAGE 400
FEES 4.50 Leo J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK

By Marty Peters

of Section XXXXXXXXXXXXXXX, Township XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, Range XXXXXXXXXXXXXXXXX, 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 120.00 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~~ 3-11-76 (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~~ 3-11-76 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 One-Hundred Twenty and no/100---------- DOLLARS ($ 120.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from ~~the 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~~ 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

interest of lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown in 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.

Gordon Nickelson

Gordon Nickelson

Margaret Nickelson

Margaret Nickelson

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this ..... day of February, 19 76, before me personally appeared Gordon Nickelson and Margaret Nickelson, Husband and Wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

[illegible]

[illegible] Dec. 17, 1977

Robert L. O'Brien

Notary Public

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

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

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

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

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]

Form TA-21 (B[redacted] OKLA. - KAN. - COLO.
& Other Rocky Mt. States

[redacted]

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 February 5, 1976, from Gordon Mickelson and Margaret Mickelson, Husband and Wife, as Lessors, to DEPCO, Inc., as Lessee, recorded in Book ____, Page ____, of the Register of Deeds Records of Sublette County, Wyoming, is owned by DEPCO, Inc., in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North - Range 114 West 6th. P.M.
Section 1: SW¼NW¼
Township 34 North - Range 114 West 6th. P.M.
Section 26: W½SW¼

152753

RECORDED March 17 1976 9:00 A.M.
IN BOOK 52 Oil & Lse PAGE 402
FEES 1.75 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Linton

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Gordon Mickelson and Margaret Mickelson Husband and Wife and Dean G. Jewett

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

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Gordon Mickelson and Margaret Mickelson	Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$40.00
Dean G. Jewett	Pinedale, Wyoming	First National Bank of Pinedale, Pinedale, Wyoming 82941	$ 40.00

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 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 23 day of February, 1976.

Gordon Mickelson (Seal)
Gordon Mickelson

Margaret Mickelson (Seal)
Margaret Mickelson

(Seal)

Dean G. Jewett (Seal)
Dean G. Jewett

(Seal)

(Seal)

402

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 February, 1976, personally appeared Gordon Mickelson and Margaret Mickelson, Husband and Wife and Dean G. Jewett, a single man

and

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 My Commission Expires Nov. 17, 1977

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 intrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

dated, 19

No. Acres

County.

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

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 24th day of February, 19 76, by and between Cornelia Jewett Robinson, a married woman dealing in her sole and separate property

of 772 Pontiac Drive, Murry, Utah 84107, hereinafter called lessor (whether one or more), and DEPCO, Inc., 1025 Petroleum Club Building of Denver, Colorado 80202, hereinafter called lessee; WITNESSETH: that lessor, for and in consideration of Ten and other 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 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 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: $E\frac{1}{2}SW\frac{1}{4}$

of Section XXXXXXXXXXXXXXXX, Township XXXXXXXXXXXXXX, Range XXXXXXXXXXXXXXX, 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 878.19 ~~Five (5)~~ XXXXX acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ (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 (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 of Kemmerer Bank at Kemmerer, Wyoming 83101 (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 Eight-Hundred Seventy-Eight and .19/100---------- DOLLARS ($ 878.19), 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, ratcably 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 ~~[illegible]~~ hereunder, lessee's execution of such unit agreement shall be binding as to both lessor and lessee, and their respective

~~interest. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address 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.

Cornelia Jewett Robinson

Cornelia Jewett Robinson

SS# 520 18 9095

STATE OF Utah
COUNTY OF Salt Lake } SS.

(Individual—Wyo.)

On this 24th day of February, 1976, before me personally appeared Cornelia Jewett Robinson, a married womandealing in her sole and separate property to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

8-25-76

Joan Ann Bishop
Notary Public

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

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

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

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

.....
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

152754

(Certificate of Recording)

This instrument was filed for record on the 17th day of March, 19 76 at 2:00 o'clock P.M and recorded in Book 52 of Misc. at Page 464 of the records of this office.

Lois J. Yake
Register of Deeds

By Marilyn Benton
Deputy

Fee $5.00

AFTER RECORDING, RETURN TO: .....

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd. day of February, 1976, by and between
Edith Barp and George L. Barp, Husband and Wife

of P. O. Box 490 Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and
DEPCO, Inc., 1025 Petroleum Club Building of Denver, Colorado 80202, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and other---------- 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 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 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: $E\frac{1}{2}SW\frac{1}{4}$

of Section XXXXXXXXXXXXX, Township XXXXXXXXXXXXXXXXX, Range XXXXXXXXXXXXXXX, 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 878.19 Five (5) acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (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 (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 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 Eight-Hundred Seventy-Eight and .19/100---------- DOLLARS ($ 878.19), 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 [illegible] interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding on both lessor and lessee and their respective

interest [redacted] shall furnish lessee with a copy of such [redacted] agreement by mail to lessor's last known address as shown by lessee's records and shall not enter into any [redacted] agreement within a period of [redacted] days after such notification 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.

Edith Barp
Edith Barp
SS# 529 22 4767

George L. Barp
George L. Barp

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 24 day of February, 1976, before me personally appeared Edith Barp and George L. Barp, husband and wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

[redacted]

Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this day of, 19, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

On this day of, 19, before me appeared, to me personally known, who, being by me duly sworn, did say that he is the President of, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

152755

(Certificate of Recording)

This instrument was filed for record on the 17th day of March, 1976 at 2:00 o'clock P.M and recorded in Book 52 Oil Y at Page 466 of the records of this office.

Lou J. Yake
Register of Deeds

By Marilyn Benton
Deputy

$ 5.00

AFTER RECORDING, RETURN TO:

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th. day of February, 19 76, by and between
Robert O'Neil and Helen J. O'Neil, Husband and Wife

of P. O. Box 603 Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and
DEPCO, Inc., 1025 Petroleum Club Building of Denver, Colorado 80202, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and other 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 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 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: $E\frac{1}{2}SW\frac{1}{4}$

of Section XXXX

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 on 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.

Robert O'Neil
SS# 520 34 9115

Helen J. O'Neil

STATE OF Colorado
COUNTY OF Weld } SS.

(Individual—Wyo.)

On this 17th day of February, 19 76, before me personally appeared Robert O'Neil and Helen J. O'Neil, Husband and Wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
MY COMMISSION EXPIRES JUNE 11, 1977

Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

152756

(Certificate of Recording)

This instrument was filed for record on the 11th day of March, 19 76 at 2:00 o'clock P M and recorded in Book 330 Y at Page 453 of the records of this office.

Lois J. Yake
Register of Deeds

By Marilyn Paxton
Deputy

Fee $5.00

AFTER RECORDING, RETURN TO: .....

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 12th day of March, 19 76 by and between

Dick Lozier and Donna J. Lozier, husband and wife

of

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoning 82601

WITNESSETH: That the lessor, for and in consideration of Ten and more- - - - - - - - - - - - - - - - - - DOLLARS
($ 10.00 & more), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipe lines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, roads, 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 34 North, Range 113 West, 6th P.M.
Section 2: SE¼

152757

RECORDED March 17, 19 76 9:00 A.M
IN BOOK 52 of Misc. PAGE 410
FEES $4.50 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

of Section - - - - Township - - - - Range Seven (7) and containing 160.00 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 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. 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, while such gas is 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 stove 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 said 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 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 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 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 its assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

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

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

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

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

Dick Lozier (SEAL)
Dick Lozier (SEAL)
Donna J. Lozier (SEAL)
Donna J. Lozier (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 12th day of March, 1976, personally appeared Dick Lozier and Donna J. Lozier, 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 Joseph E. Pacheco - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 14 19 9

Joseph E. Pacheco
Notary Public

State of _____ }
County of _____ } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss. ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL.)

_____
Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

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 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-5627

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Davis Oil Company
1100 Metrobank Building
475 Seventeenth Street
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)* May 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 28 North, Range 108 West, 6th P.M.

Section 9: All
Containing 640.00 acres, more or less. Sublette County, Wyoming.

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout dated July 22, 1974, and Amendment dated June 23, 1975, by and between Rainbow Resources, Inc., et al and Davis Oil Company.

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.)* 6.250% (1/16th of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2.34375%

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 February, 1976.

ATTEST:

Margaret Hurst
Assistant Secretary

OIL AND GAS FUTURES, INC. OF TEXAS

By J. F. Dougherty
J. F. Dougherty, Treasurer
For itself (conveying an Und. 20.400%)
and as Attorney-in-Fact for:
Terra Resources, Inc. (conveying an Und. 10.200%)
Greenbrier Operating Co. (conveying an Und. 10.200%)
Rainbow Resources, Inc. (conveying an Und. 9.260%)
Petroleum Resources Company (conveying an Und. 5.000%)
Pinedale Corporation (conveying an Und. 4.940%)
(qualification under serial reference number W 56943)

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

412 0-6156 (4-30)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation a Partnership
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 4th day of March, 1976.

Evidence of authority of Attorney in Fact is filed in 56943 and such authority is still in effect.

DAVIS OIL COMPANY, a Partnership

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

[redacted]

(Address, include zip code)

The undersigned hereby certifies that he does not have any interest in the Assignment if approved nor the lease if it issues nor will any other person or party have an interest in the Assignment or Lease to the best of my knowledge.

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).

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 TEXAS)
COUNTY OF HARRIS)

On this 5th day of February, A.D. 1976, before me personally appeared J. F. DOUGHERTY, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of OIL AND GAS FUTURES, INC. OF TEXAS and that the seal affixed to said instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of 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; and said instrument was signed by said corporation as Attorney-in-Fact and in behalf of Terra Resources, Inc., Greenbrier Operating Co., Rainbow Resources, Inc., Petroleum Resources Company, and Pinedale Corporation.

WITNESS my hand and seal this 5th day of February, A.D. 1976.

GWEN [redacted]
Notary Public in and [redacted] is County, Texas
My Commission Expires [redacted]

[redacted]

[redacted]

RECORDED March 18 19 76 9:00 A.M
IN BOOK 5 Misc. Records PAGE 412
FEES $5.75 Mrs. J. Hopkins COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Pinedale Deputy

152783

REASSIGNMENT RIDER

In the event that Assignee desires to relinquish its interest in the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish such interest. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee the reassignment of such interest to Assignor, and Assignee shall then execute an assignment of such interest in said oil and gas lease to Assignor.

Oil and Gas Futures, Inc. of Texas, 2200 South Post Oak Road, Suite 700, Houston, Texas 77056
Terra Resources, Inc., 5416 South Yale Avenue, Tulsa, Oklahoma 74135
Greenbrier Operating Co., P. O. Box 297, Dallas, Texas 75221
Rainbow Resources, Inc., #10 Lakeside Lane, 4704 Harlan St., Denver, Colorado 80212
Petroleum Resources Company, P. O. Box 1111, Cushing, Oklahoma 74023
Pinedale Corporation, 60 Broad Street, New York, N. Y. 10004

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE }

That we, Oil and Gas Futures, Inc. of Texas (as to an undivided 20.400%), Suite 700, 2200 South Post Oak Road, Houston, Texas 77056, Terra Resources, Inc. (as to an undivided 10.200%), 5416 South Yale Avenue, Tulsa, Oklahoma 74135, Greenbrier Operating Co. (as to an undivided 10.200%), P. O. Box 297, Dallas, Texas 75221, Rainbow Resources, Inc. (as to an undivided 9.260%), #10 Lakeside Lane, 4704 Harlan Street, Denver, Colorado 80212, Petroleum Resources Company (as to an undivided 5.000%), P. O. Box 1111, Cushing, Oklahoma 74023, and Pinedale Corporation (as to an undivided 4.940%), 60 Broad Street, New York, N. Y. 10004, Assignors, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto DAVIS OIL COMPANY, 1100 Metrobank Building, Denver, Colorado 80202, Assignee, an undivided sixty percent (60%) right, title and interest in and to the Oil and Gas Leases described in EXHIBIT "A", of 2 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 is made subject to all the terms, conditions and provisions of that certain Farmout dated July 22, 1974 and Amendment dated June 23, 1975, by and between Rainbow Resources, Inc., et al and Davis Oil Company.

In the event that Assignee desires to relinquish its interest in the herein described leases as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish such interest. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee the reassignment of such interest to Assignor, and Assignee shall then execute an assignment of such interest in said oil and gas lease or leases to Assignor.

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

152784

RECORDED March 18, 19 76 9:00 A.M.
IN BOOK 52 Oil and Gas Lease PAGE 415
FEES $9.25 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Marilyn Benton

IN WITNESS WHEREOF, this instrument is executed this 5th day of February, A.D. 1976.

OIL AND GAS FUTURES, INC. OF TEXAS

ATTEST:

Margaret Hurst
Assistant Secretary

By _____
J. F. Dougherty, Treasurer
For itself, and as Attorney-in-Fact for:
Terra Resources, Inc.
Greenbrier Operating Co.
Rainbow Resources, Inc.
Petroleum Resources Company
Pinedale Corporation

STATE OF TEXAS }
}
COUNTY OF HARRIS }

On this 5th day of February, A.D. 1976, before me personally appeared J. F. DOUGHERTY, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of OIL AND GAS FUTURES, INC. OF TEXAS and that the seal affixed to said instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of 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; and said instrument was signed by said corporation as Attorney-in-Fact and in behalf of Terra Resources, Inc., Greenbrier Operating Co., Rainbow Resources, Inc., Petroleum Resources Company, and Pinedale Corporation.

WITNESS my hand and seal this 5th day of February, A.D. 1976.

GWEN HUGHEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

Gwen Hughen
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated February 5, 1976 between Oil and Gas Futures, Inc. of Texas, Individually and as Attorney-in-Fact, Assignor, and Davis Oil Company, Assignee, covering lands located in Sublette County, Wyoming

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES	EXISTING BURDEN
WY1-913 4-124 D-6372	Robert L. Miller et ux		4-17-77	Township 31 North, Range 111 West Section 11: S/2 NE/4, SE/4 Section 12: S/2, S/2 N/2 Section 13: N/2 N/2	41	305	880.00	880.00	3.125%
WY1-909-A 4-129 D-6371-A 417	Newcomb Land & Cattle Company, Inc. et al		4-13-77	Township 31 North, Range 111 West Section 1: Lots 3, 4, S/2 NW/4, SW/4, Except 1 Acre in SE/4 SW/4 Section 2: Lots 1, 2, 3, 4, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4 Section 11: N/2 NE/4 Section 12: N/2 NW/4, Except 1 Acre in NE/4 NW/4	41	425			
WY1-909-B 4-129 D-6371-B	Ted C. Frome et ux		4-13-77	Township 31 North, Range 111 West Section 1: Lots 3, 4, S/2 NW/4, SW/4, Except 1 Acre in SE/4 SW/4 Section 2: Lots 1, 2, 3, 4, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4 Section 11: N/2 NE/4 Section 12: N/2 NW/4, Except 1 Acre in NE/4 NW/4	41	425			3.125%

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated February 5, 1976 between Oil and Gas Futures, Inc. of Texas, Individually and as Attorney-in-Fact, Assignor, and Davis Oil Company, Assignee, covering lands located in Sublette County, Wyoming

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES	EXISTING BURDENS
WY1-909-C 4-129 -6371-C	Doyle F. Child et ux		4-13-77	Township 31 North, Range 111 West Section 1: Lots 3, 4, S/2 NW/4, SW/4, Except 1 Acre in SE/4 SW/4 Section 2: Lots 1, 2, 3, 4, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4 Section 11: N/2 NE/4 Section 12: N/2 NW/4, Except 1 Acre in NE/4 NW/4	41	425			3.125%
-908 30 0-6373	Mack V. Smith et ux		4-13-77	Township 31 North, Range 111 West Section 11: SW/4 Section 14: N/2 NW/4, SW/4 NW/4 Section 15: SE/4 NE/4, NW/4	41	307	480.00	480.00	3.125%

418

FACSIMILE REPR[redacted] Tatlock's, Majestic Building, Denver, Colorado

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Inter-American Petroleum Corporation, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 69-20330, and covering land situate in Sublette County, Counties, described as follows:

4904781

CIES- 4904781

File

Township 31 North, Range 113 West
Section 16: S½

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 CITIES SERVICE COMPANY, 900 Colorado State Bank Building, 1600 Broadway of Denver, Colorado 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 31 North, Range 113 West
Section 16: S½

SUBJECT TO ATTACHED RIDER

and containing 320.00 acres, more or less, reserving, however, unto assignor 5% of 8/8ths overriding royalty

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 26th day of January, 1976.

WITNESS:

INTER-AMERICAN PETROLEUM CORPORATION
Assignor-Lessee

By Joseph R. Mazzola, Vice- President

Attest: Donna L. Cobb
Assistant 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 _____ } ss.

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

The foregoing instrument was acknowledged before me this 27th day of January, 1976, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

My Commission Expires July 9, 1978.

Notary Public

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.)

pb

Form Approved: 3-2-50
5,000 April 1959

RIDER TO ASSIGNMENT DATED JANUARY 26, 1976 TO LEASE 69-20330

1. This assignment is made without warranty of title either express or implied.

2. Assignee, by its acceptance of this assignment, agrees that, if it ever desires to surrender all or any part of the interest herein assigned, it will notify Assignor of such desire at least thirty (30) days in advance of the anniversary date specified in the lease. Assignor shall then have twenty (20) days after receipt of such notice within which to elect to take a reassignment of such interest and if the election is made an assignment must be delivered to Assignor by registered mail within 10 days from the date the election is made and in any event prior to the anniversary date of the lease. It is stipulated and agreed that damages for Assignee's failure to fulfill the above notice of reassignment provision shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Assignee, by its acceptance of this assignment, agrees to indemnify and save and hold Assignor harmless from and against any and all claims and demands by parties in the chain of title under any previously created reassignment obligation.

3. Assignor expressly reserves the right to take his share of oil or gas in kind and contract for the disposal of same on such terms as Assignor may choose. Provided however, if Assignee proposes to sign an oil or gas contract covering his interest, he shall notify Assignor in writing and if Assignor does not notify Assignee to the contrary within 10 days thereafter, Assignee shall have the right to sell Assignor's share of said oil or gas for a period not to exceed one year at such price as Assignee is able to negotiate in good faith. Assignor shall bear all costs of taking or selling his gas or oil separately.

153132

RECORDED March 25 19 76 11:00 AM
IN BOOK 52 Oil and Gas PAGE 120
FEES $4.50 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Burton

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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
1010 Denver Club Building
Denver, Colorado 80202

hereinafter called Assignee, an undivided 3/8th interest in and to the following oil and gas lease, to-wit:

D-6158-B Oil and Gas Lease effective January 20, 1976, from Richard Robertson, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

15145 OG

Township 33 North, Range 113 West 6th PM
Section 29: E/2, SW/4
Section 32: N/2N/2

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BEAR ITS PROPORTIONATE SHARE OF THE LAND OWNER'S ROYALTY AND A FULL BURDEN OF 2.625% OVERRIDING ROYALTY.

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 27th day of February, 1976.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of February, 1976, by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires:
March 26, 1976

15s149

RECORDED March 29 19 76 9:00 AM
IN BOOK 5d Oil and Gas Leases PAGE 422
Leo J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Gibson

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 3rd. day of March, 1976, by and between Frederick D. Guthrie and Lola M. Guthrie, Husband and Wife

of Rt #2 Nyssa, Oregon 97913, hereinafter called lessor (whether one or more), and DEPCO, Inc., 1025 Petroleum Club Building of Denver, Colorado 80202, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and other 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 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 114 West 6th. P.M.
Section 26: W½SW¼

of Section XXXXXXXXXXXXXXXX, Township XXXXXXXXXXXXXXXX, Range XXXXXXXXXXXXXXX, 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 Five (5) 80.00 acres. 3-19-76

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ XXXX (10) years from ~~date~~ XXXXX (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 3-19-76 ~~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 Oregon, Nyssa Branch Bank at Nyssa, Oregon 97913 (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 ~~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. *3-19-76

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

0 30164

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 or all units 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 force majeure, 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.

Frederick D. Guthrie
SS# 518 34 2254-A

Lola M. Guthrie

STATE OF Oregon
COUNTY OF Malheur } SS.

(Individual—Wyo.)

On this 3rd day of March, 19 76, before me personally appeared Frederick D. Guthrie and Lola M. Guthrie, Husband and Wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
April 3 1978

Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this day of , 19 , before me personally appeared , to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

On this day of , 19 , before me appeared , to me personally known, who, being by me duly sworn, did say that he is the President of , a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

153204
(Certificate of Recording)

This instrument was filed for record on the 1st day of April, 19 76 at 9:00 o'clock A.M and recorded in Book 5 of Oil at Page 424 of the records of this office.

Fee $4.50

Register of Deeds

By Marilyn Benton
Deputy

AFTER RECORDING, RETURN TO:

PHOTOSTATIC RECORDING	
INDEXED	
CHECKED	

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

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st. day of March, 19 76, by and between
Mary O'Neil Meeks, a widow

of 13619 Hawthorne Drive, Sun City, Arizona 85351, hereinafter called lessor (whether one or more), and
DEPCO, Inc., 1025 Petroleum Club Building of Denver, Colorado 80202, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and other---------- 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 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 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: $E\frac{1}{2}SW\frac{1}{4}$

of Section XXXX

~~[illegible] lessee 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.

Mary O'Neil Meeks

Mary O'Neil Meeks
SS#516 34 3055

STATE OF Arizona }
COUNTY OF Yavapai } SS. (Individual—Wyo.)

On this 5 day of March, 19 76, before me personally appeared Mary O'Neil Meeks, a widow, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
My Commission Expires Mar. 9, 1978
My Commission Expi...

Notary Public

STATE OF }
COUNTY OF } SS. (Individual—Wyo.)

On this ..... day of ....., 19..... , before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF }
COUNTY OF } SS. (Corporation—Wyo.)

On this ..... day of ....., 19..... , before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

STATE OF Wyoming }
COUNTY OF Sublette } SS. 154205 (Certificate of Recording)

This instrument was filed for record on the 1st day of April, 1976 at 9:00 o'clock A.M and recorded in Book 52 Oil at Page 426 of the records of this office.

Lois J. Yates
Register of Deeds

By Marilyn Benton
Deputy

Fee $ 5.00

AFTER RECORDING, RETURN TO: .....

[redacted] PHOTOSTATIC ✓
[redacted] ✓
[redacted] ✓

[redacted] [redacted] 030163 [redacted] 575

Form 1A-21 (Rev. 4-4-40) 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 January 20, 1976, from H Bar C Ranch Limited a/k/a H - C Ranch Limited, as Lessors, to DEPCO, Inc., as Lessee, recorded in Book ____, Page ____, of the Register of Deeds Records of Sublette County, Wyoming, is owned by DEPCO, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North-Range 113 West 6th P.M.
Section 19: Lot 4, E½W¼, S½E¼
Section 20: SW¼SW¼
Section 29: W½
Section 30: Lots 1-2-3, E½NW¼, NE¼SW¼, E½
Section 31: NE¼, NE¼NW¼
Section 32: W½, SW¼SE¼

Township 34 North-Range 114 West 6th P.M.
Section 25: S½NW¼, W½SW¼, SE¼SE¼
Section 26: W½NW¼, E½SW¼, S½NE¼, NW¼SE¼

Township 33 North-Range 113 West 6th P.M.
Section 5: Lots 2, 3, SW¼NE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we H-C Ranch Limited, H Bar C Ranches, Inc, and Jewett Land and Livestock Company,

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

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
H - C Ranch Limited	Pinedale, Wyoming 82941	Bank of Laramie Laramie, Wyoming 82070	$ 604.73
Sanders Ranches, Inc.	c/o E.V."Rod"Sanders Kaysville, Utah 84037	-----Pay Direct----	$ 604.73
Jewett Land and Livestock Company	Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$1,209.46

153215

RECORDED April 1, 19 76 11:00 AM
IN BOOK 52 of Leases PAGE 452
FEES $5.75 Lora G. Lyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Linton

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 25th day of January, 19 76.

H-C Ranch Limited (Seal)
By: Graham D. Smith General Partner
ATTEST:
By: Edward D. Sanders, Secretary

(Seal)

(Seal)

Sanders Ranches, Inc. (Seal)
By: E. V. Rod Sanders, President

(Seal)

ATTEST:
By:

Jewett Land and Livestock Company (Seal)
By:

428

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 20th. day of January, 1976, BY Richard D. Smith, General Partner of L-C Ranch Limited, a Wyoming Limited Partnership, on behalf of said Limited Partnership.

My Commission expires:
MY COMMISSION EXPIRES JUNE 11 1978

Notary Public

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 28th day of January 1976, 1976, BY L. V. "Red" Sanders, President of ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ Sanders Ranches, Inc.

My commission expires: 11-4-77

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1976, BY Donald W. Jewett, President of Jewett Land and Livestock Company.

My Commission expires:

_____
Notary Public

me duly sworn, did say that he is the.....of.....

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

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....

FROM

TO

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

& Other [redacted] Mt. States [redacted] Wyoming [redacted]

3-1634

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated January 20, 1976, from H Bar C Ranch Limited a/k/a H - C Ranch Limited, as Lessors, to DEPCO, Inc., as Lessee, recorded in Book ____, Page ____, of the Registerof Deeds Records of Sublette County, Wyoming, is owned by DEPCO, Inc., in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North-Range 113 West 6th.P.M.
Section 19: Lots 4, E½SW¼, SE¼
Section 20: SW¼SW¼
Section 29: W½
Section 30: Lots 1-2-3, E½NW¼, NE¼SW¼, E½
Section 32: W½, SW¼SE¼
Section 31: NE¼, NE¼NW¼

Township 34 North-Range 114 West 6th.P.M.
Section 25: SW¼NW¼, N½S½, SE¼SE¼
Section 26: W½NW¼, E½SW¼, S½NE¼, N½SE¼

Township 33 North-Range 113 West 6th.P.M.
Section 5: Lots 2-3, S½N½

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jewett Land and Livestock Company, and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Depco, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
H - C Ranch Limited	Pinedale, Wyoming 82941	Bank of Laramie Laramie, Wyoming 82070	$ 604.73
Sanders Ranches, Inc.	c/o N.V. "Hod" Sanders Kaysville, Utah 84037	------Pay Direct------	$ 604.73
Jewett Land and Livestock Company	Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$1,209.46

153216

RECORDED April 1, 1976 11:00 AM
IN BOOK 52 OE Misc. PAGE 430
FEES $5.50 Mae J. Yelk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by marilyn Linder

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

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

WITNESS our hands and seals this 3rd day of March, 1976.

ATTEST:

By: Sally K. Kidd, Secretary

Sally K. Kidd Secretary

Jewett Land and Livestock Company (Seal)

By: David Thomas Kidd (Seal)
David Thomas Kidd, President
a/k/a D. Thomas Kidd (Seal)

(Seal)

(Seal)

430

STATE OF WYOMING)
) ss:
COUNTY OF Natrona)

The foregoing instrument was acknowledged be fore me this 3rd day of March, 1976, BY David Thomas Kidd, a/k/a D. Thomas Kidd, President of Jewett land and Livestock Company.

My Commission expires:
December 15, 1976

Dorothy L. Butler
Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....

FROM

TO

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DEPCO, Inc., a Delaware corporation, with offices at 1025 Petroleum Club Building, Denver, Colorado 80202, said party being hereinafter referred to as "Assignor," for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, sell, assign, convey and set over unto Hanover Petroleum Corporation, a Delaware corporation, with offices at Suite 1410, 211 North Ervay Building, Dallas, Texas 75201, 12.50% of Assignor's right, title and interest, and unto Davis Oil Company, a partnership composed of Jean Davis, Marvin Davis and Jack Davis, with offices at 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202, 37.50% of Assignor's right, title and interest, and unto Southland Royalty Company, a Delaware corporation, 1010 Denver Club Building, Denver, Colorado 80202, 37.50% of Assignor's right, title and interest, said parties hereinafter collectively referred to as "Assignees," in and to the following described oil and gas lease covering lands located in Sublette County, Wyoming:

(DEPCO Lease No. 0301634)

> Oil and Gas Lease dated January 20, 1976, by and between H Bar C. Ranch Limited a/k/a H-C Ranch Limited, as Lessor, and DEPCO, Inc., as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 194, covering the following described lands, to-wit:

Township 34 North, Range 113 West 6th P.M.
Section 19: Lot 4, E½SW¼, SE¼
Section 20: SW¼SW¼
Section 29: W½
Section 30: Lots 1,2,3, E½NW¼, NE¼SW¼, E½
Section 31: NE¼, NE¼NW¼
Section 32: W½, SW¼SE¼

Township 34 North, Range 114 West 6th P.M.
Section 25: SW¼NW¼, N½S½, SE¼SE¼
Section 26: W½NW¼, E½SW¼, S½NE¼, N½SE¼

Township 33 North, Range 113 West 6th P.M.
Section 5: Lots 2,3, SW¼NE¼

containing 2418.92 acres, more or less
Sublette County, Wyoming

153307

RECORDED April 2, 19 76 11:00 A.M
IN BOOK 52 O&G Misc Leases PAGE 432
FEES $6.00 Lois J. Yorks COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

432

D-6389

This Assignment is made without any representations or warranties of Title, either express, implied or statutory.

TO HAVE AND TO HOLD, unto Assignee, its successors and assigns forever.

DATED this 11th day of March, 1976.

ATTEST:

DEPCO, Inc.

Michael D. Shepard, Secretary

By J. V. Kowalski, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of March, 1976, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires:
January 27, 1977

Charlotte L Will
Notary Public

[redacted] ASSIGNMENT OF OVER[redacted] ROYALTY INTEREST IN

U. S. OI[redacted]AS LEASE [redacted]

W-53395

This Overriding Royalty Assignment, made this 31st. day of March, 19 76, by and between

Hazel C. Stanley
5070 Nassau Circle
Englewood, Colorado 80110

whose address is

hereinafter called Lessee; and,

Joan 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 February 1, 19 76

bearing Serial No. USA-W-53395, 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 34 North, Range 114 West, 6th. P.M.
Section 24: All
Section 26: N½NE¼, E½NW¼, S½SE¼

Containing 880.00 acres, more or less

153311

RECORDED April 5 1976 2:00 P.M.
IN BOOK 52 Oil & Gas Lease PAGE 431
FEES $3.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marilyn Barton

NOW, Therefore, in consideration of the premises and the sum of Ten (10) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, its heirs and assigns, an overriding royalty interest of Two and one-half percent of eight-eighths (2½% of 8/8ths)

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to Term of lease

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

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

Hazel C. Stanley
Hazel C. Stanley

Lessee

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

HAZEL C. STANLEY

this 31st. day of March, 1976.

Witness my hand and official seal.

My Commission Expires:

March 18, 1979

Linda Bingham
Notary Public Linda Bingham

Form 88 – (Producers)
Kan., Okla. & Colo. 1962 Rev. B W

OIL AND GAS LEASE

TATLOCK'S
1660 COLUMBINE PLACE, BOX 205
DENVER, COLORADO 80202

THIS AGREEMENT made this 2nd day of March, 19 76, between
RUBY M.& FRANK BROWN, Box 303, La Barge, Wyoming ~~82123~~ 83123

of
(Post Office Address)

herein called lessor (whether one or more), and BETA EXPLORATION, INC. lessee:

1. Lessor, in consideration of -----Ten and No/100---------- Dollars ($ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in Sublette County, Wyoming to-wit:

153312

RECORDED April 5 1976 2:22 P.M.
IN BOOK 52 OF Misc PAGE 435
FEES 4.00 Lee J. Gay COUNTY CLERK
SUBLETTE COUNTY CLERK
By Marilyn Beaton

Township 33 North, Range 114 West
Section 22: NE/4 NW/4, NW/4 NE/4

In ~~Section~~, ~~Township~~, ~~Range~~, and containing 80.00 acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of ~~three~~ five years (5) from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered free of cost at the wells or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; and (c) at any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom, lessee or any assignee hereunder may pay or tender annually at the end of each yearly period during which such gas well or gas wells are shut in, as substitute gas royalty, a sum equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payments or tenders, and if such payments or tenders are made it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities. Such substitute gas royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of Eighty and No/100------ Dollars ($ 80.00) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the State Bank of Big Piney Bank of Big Piney, Wyoming, which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's successors, heirs and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any depository charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessor if more than one, on or before the rental paying date. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors and administrators of the lessor his successors in interest.

5. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or strata, with other lands as to all strata, or any stratum or strata, but only as to the gas right hereunder (excluding casinghead gas produced from oil wells) to form one or more gas operating units of not more than 640 acres, plus a tolerance of ten per cent (10%) to conform to Governmental Survey quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a gas unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, lessor shall receive on production from the 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.

6. If, prior to the discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or land pooled therewith lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hyrocarbons, gas or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within sixty (60) days thereafter, or (if it be within the primary term), (i) in the case of a dry hole, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date occurring twelve (12) months after the expiration of the rental period during which such dry hole was drilled, or (ii) in the case of cessation of production, commences or resumes the payment or tender of rentals or commences operation for drilling or reworking on or before the rental paying date next ensuing after the expiration of three (3) months from the cessation of production. If, at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his claim of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides, and lightning; acts of the public enemy; wars, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, order or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service, or material. If lessee is required, or ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if lessee or force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accuring hereunder toward satisfying same. 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, including substitute gas royalty, and rentals herein provided for shall be paid the said lessor only in the proportion that his interest bears to the whole and undivided fee; however, such rental shall be increased at the next succeeding rental anniversary after the acquisition of any reversionary interest or after-acquired title to cover the interest so acquired, and lessor agress to notify lessee in writing upon acquisition of any additional interest in the above described property, whether it be by reversion or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased to cover the interest so acquired. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. If the leased premises shall hereafter be owned in severalty or in seperate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accuring 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.

12. Lessee and lessee's successors and assigns shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:

Helen Attwood

Frank Brown
Frank Brown

Ruby M. Brown
Ruby M. Brown

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 12th day of March, 19 76, personally appeared Frank and Ruby M Brown

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 Oct 1, 1976 Helen Stevens
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. _____

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

436

Form 3106–5
(September 1970)
(formerly 3120–13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42–R1599

Serial No.
W-37314

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

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

LAND OFFICE USE ONLY
New Serial No.

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) December 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to said lease as specified below:

2. Description of lands affected by this assignment (if all, so state):
Lands included in the lease: #323 State: Wyoming County: Sublette
T. 27 N., R. 115 W., 6th P.M.
Section 29: Lots 1, 2, N½, SW¼, W½SE¼
Section 32: Lots 1 thru 12, W½W½, W½S½

153354
RECORDED April 6, 1926 at 2:00 M
IN BOOK 5 of Misc. PAGE 438
FEES 1.50 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mariluyn Clinton

Total Acres: 1291.52

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 100%

4. What part of the record title interest is being retained? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Three percent of eight/eighths (3% of 8/8)

b. What overriding royalties or production payments, if any, were previously reserved? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 15 day of January, 1973

Arden R. Boland
(Assignor's Signature)
Arden R. Boland

P.O. Box 2283, Casper, Wyoming 82601
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA
BLANKET REQUEST FOR APPROVAL IN FILE
W-34499

As to the above approved effective

By _____
(Authorized Officer)

_____ _____
(Title) (Date)

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

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? Yes No

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

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

2. Is the assignee the sole party in interest in this assignment? Yes No *If "no," information as to interests of other parties in the assignment must be furnished. (See 43 CFR 3106.4-2) Part II (Item 2)*

3. Is the filing fee of $10 attached? Yes No *(See 43 CFR 3106.3)*

Assignee certifies that assignee's interests, directly or indirectly, in oil and gas leases in the State of Alaska do not exceed 200,000 acres in leases, 246,080 chargeable acres in options or 246,080 chargeable acres in options and leases, the same limitations as 200,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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 thirty (30) 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. 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.

(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 rights, or subleases.* Where more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment. An assignment of record title may only cover lands in one lease.

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

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

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

5. *Effect of assignment* -- Upon approval of assignment, assignee becomes lessee of the Government with all the rights, privileges, benefits and responsibilities of lessee with respect to the lands described in the assignment. Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases *except* as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

(Items 1 - 5 refer to the corresponding numbers in Part I)

PART I

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

PART II

1. [illegible] Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, he must be a citizen of the United States.

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

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 not later than fifteen (15) days after filing assignment.

Form 3106-5

STATE OF Wyoming }
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this XXX 15 day of January, 1973, personally appeared Arden R. Boland

and

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

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

My Commission Expires

JANETTE M. HUTSELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 4, 1975

Janette M. Hutsell
Notary Public.

[redacted]

Form 3106–5
(September 1970)
(formerly 3120–13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42–R1599

Serial No.
W-34499

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

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

LAND OFFICE USE ONLY
New Serial No.

1. The undersigned [illegible] 100 percent of record title in the above-designated oil and gas lease issued [illegible]
September 1, 1972

Township 27 North, Range 115 West, 6th P.M.
Section 5: $S\frac{1}{2}SE\frac{1}{4}$,
Section 7: Lots 7,8,11,12, $NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$,
Section 18: Lots 5 thru 12, $E\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$,
Section 19: Lots 5 thru 8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,
Section 30: Lots 5,6,7,8, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$,
Section 31: Lots 5 thru 13, 14, 15
Containing 2358.28 acres, more or less, Sublette County, Wyoming

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 100%

4. What part of the record title interest is being retained? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions)* Three-percent-of-eight-eighths (3% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 15 day of January, 19 73

(Assignor's Signature)
Edward M. Boland
Box 2285, Casper, Wyoming 82601

(Assignor's Address)
Stanley M. Edwards
Box 370, Casper, Wyoming 82[illegible]

153355

[illegible] Clerk
[illegible] Wyoming

(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

440

FOR CLAIMANT

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? Yes No

b. Is the assignee a corporation or other legal entity? Yes No *If "Yes," specify kind*

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

2. Is the assignee the sole party in interest in this assignment? Yes No *If "No," furnish information as to interests of others and the nature of their interests. See Instructions, Part II, Item 2)*

3. Is the filing fee of $10 attached? Yes No *(See Instructions, Item 3)*

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

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

The statements made herein are true, complete, and correct to the best of under-

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 thirty (30) 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. 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.

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 operating or royalty interests, operating agreements, or subleases.* Where more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment. An assignment of record title may only cover lands in one lease.

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

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

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

5. *Effect of assignment* - Upon approval of assignment [illegible]

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases except as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3108 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

(Refer to numbered instructions)

PART I

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

PART II

1. *Qualifications of assignee*

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

b. [illegible]

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

2. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee must give 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 in the proper office within thirty days after filing assignment.

[illegible] Printing Co.

Form 3106-5

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15 day of January, 19 75, personally appeared Edward H. Holland, Jr. and Shirley L. Edwards

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 [illegible]

Janette M. Hutsell
Notary Public.

JANETTE M. HUTSELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 4, 197[illegible]

Form 3106-5
(September 1970)
(formerly 3120-13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42-R1599

Serial No.
W-34979

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

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

LAND OFFICE USE ONLY
New Serial No.

1. 100

June 1, 1972

2. Describe the lands affected by this assignment

Township 27 North, Range 115 West, 6th P.M.
Section 11: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$,
Containing 280.00 acres, more or less.
Sublette County, Wyoming

153356

RECORDED April 5 19 74 9:00 A.M.
IN BOOK 52 Oil & Gas PAGE 442
FEES 4.25 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Marilyn Benton

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 100%

4. What part of the record title interest is being retained? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentages.)* Three-percent-of-eight-eights (3% of 8/8ths)

b. What overriding royalties or production payments, if any, were previously reserved? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 15 day of January , 1973

Arden R. Boland
(Assignor's Signature)

Box 2283, Casper, Wyoming 82601
(Assignor's Address)

Stanley M. Edwards
Box 376, Casper, Wyoming, 82601

BLANKET REQUEST FOR APPROVAL IN FILE

W-34499

(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*

442

FOR CLAIMANT

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

b. Is the assignee a corporation or other legal entity? Yes No *(If "Yes," attach evidence)*

c. If a corporation, attach qualifications or indicate serial number of case file

2 Is the assignee the sole party in interest in this assignment? Yes No *(If "No," attach information as to interests of other parties in the assignment as required in Special Instructions, Part II, Item 2)*

3. Is the filing fee of $10 attached? Yes *(See Instructions, Item 3)*

ASSIGNEE CERTIFIES that assignee is not a minor, citizen and resident of Alaska, owns a record 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state or 600,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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 thirty (30) days in advance of the next rental paying date under said lease. If Assignor desires to reqcquire 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. 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.

$5 Lse

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 transfers of working or royalty interests, operating agreements, or subleases.* Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Numbers refer to corresponding items of form)

PART I

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

PART II

1. Qualifications of assignee

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

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

2. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee must show 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 within the time allowed (15) days after filing assignment.

Form 3160-5

STATE OF Wyoming
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15 day of January, 19 73, personally appeared Arden R. Boland & Stanley M. Edwards

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

Janette M. Hutsell
Notary Public.

JANETTE M. HUTSELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 4, 1973

Form 3106–5
(September 1970)
(formerly 3120–13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42–R1599

Serial No.
W-34609

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

1. Pan American Petroleum Corporation, Pacific Coast Supply Company,
245 Market Street,
San Francisco, California 94105

The undersigned, as owner of 100% of present record title of the oil and gas lease herein, effective [illegible], hereby assigns to the above-named assignee, the record title to said lease as to [illegible]

2. Describe the lands affected by this assignment as to [illegible]

Township 27 North, Range 116 West, 6th P.M.
Section 7: Lots 6,9,10,
Section 31: $N\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$,
Section 30: $NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$,
Containing 553.61 acres, more or less,
Sublette County, Wyoming.

153357

RECORDED April 8, 19 73 9:40 A.M.
IN BOOK 52 Oil & Gas Lease PAGE 444
FEES 4.75 Lois J. Yake COUNTY CLERK
by Marilyn Norton COUNTY CLERK

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 100%

4. What part of the record title interest is being retained? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Three-percent-of-eight-eights (3% of 8/8ths)
b. What overriding royalties or production payments, if any, were previously reserved? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 15 day of January , 19 73

(Assignor's Signature)

Reginald L. Boland
Box 2260, Casper, Wyo. 82601

(Assignor's Address) Signature)

[illegible] Edwards
[illegible], Wyo. [illegible]
(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-34499

Assignment approved as to the lands described herein

Assignment approved effective [illegible]

[illegible]
(Authorized Officer)

[illegible]
(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

444

FOR CLAIMANT

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee a corporation? Yes No

b. If the assignee is a corporation, is it qualified to hold lease interests in Alaska? Yes No

c. If a corporation, attach qualifications or a statement of any applicable exemptions.

2. Is the assignee the sole party in interest in this assignment and lease? Yes No If not, furnish a statement of the nature of any interest any other party has in the assignment or lease.

3. Is the filing fee of $10 attached? Yes No (Not required if assignee is the U.S.)

ASSIGNEE CERTIFIES That assignee's aggregate holdings, direct and indirect, including options, in Alaska are 2,560 acres or 2,560 chargeable acres in options and leases, including 320 acres or 320 chargeable acres in options and options in each leasing district in Alaska.

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

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

Executed this day of , 19

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 thirty (30) 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. 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.

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

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

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

4. *Overriding royalties or payments out of production* - Describe, in an accompanying statement, any overriding royalties or payments out of production created or reserved but not set out in full in the lease. If assignment is fully or partially subject to such interests, set out in detail the amount, method of payment, and other pertinent terms.

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

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

SPECIFIC INSTRUCTIONS

Items not mentioned are self-explanatory

PART I

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

PART II

1. Qualifications of assignee

(a) If assignee is a corporation, it must submit a statement containing the following information: (i) State in which it was incorporated; (ii) that it is authorized to hold oil and gas leases; (iii) that officer executing a signature on behalf of the corporation is authorized to act on behalf of the corporation in such matters, and (iv) 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 alien, a separate statement showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and such ownership has previously been furnished, reference to the serial number of record in which it was filed, together with a statement as to any amendments or additions, will satisfy this requirement. As to any change in ownership of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assigned lease. 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 addressed to the proper land office stating the extent of the interest of each, the nature of the agreement between the parties, and the proposed division of interests. All parties must qualify separately as to holdings in the leasing district. Separate statements of interest of assignee and associates, if any, must be filed within the time allowed (15) days after filing assignment.

STATE OF)
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 3rd day of January, 19 73, personally appeared Edward M. Boland and Stanley L. Edwards 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 JANETTE M. HUTSELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 4, 197[redacted]

Janette M. Hutsell
Notary Public.

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.
U-39393

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

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

153358

RECORDED Aug. 8 19 74 9:00 A.M.
IN BOOK 52 of Misc. Records PAGE 446
FEES $ 4.25 Kathy J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1. Lease number: U-39393 Date of lease: May 1, 1973

Township 27 N. Range 115 W. 6th P.M.
Section 4: S½SW¼, E½SE¼, NW¼SE¼
Section 9: N½SW¼

Containing 280.00 acres more or less in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5. a. What overriding royalties or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage)* Three percent of eight/eighths (3% of 8/8ths)
   b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of May, 1973

Carolyn S. Edwards
1231 S. Illinois
Casper, Wyoming 82601
(Assignee's Address)

Edward N. Boland
P.O. Box 2293 Casper, Wyoming 82601
(Assignor's Address)

(Authorized Officer)

(Title) (Date) SEP 13 1973

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

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 For qualifications see U-0142200
4. [illegible] is the sole party in interest [illegible] interests of other parties in this assignment [illegible]
5. Filing fee of $10 is attached [illegible]
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 leasing district, or 300,000 acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and conditions of 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 17th day of June, 19 73

Attest:

[signature]
Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

[signature]
XXXXXXXXXXXXXXXXX
Manager of Mineral Leases

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).

245 Market Street, San Francisco, CA. 94105
(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 a separate lease. Assignee, upon approval of assignment, becomes lessee as to the assigned interest and is responsible for complying with all terms, conditions, and stipulations, including timely payment of annual rental and maintenance of any required bond, etc., 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, typewriter, and below leave blank for 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 owning more than 10% interest.

[illegible] (a) that it is authorized to hold oil and gas leases, (b) 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.

[illegible] GPO,
[illegible] Center
[illegible]

Form 3106-5 (February 1971)

STATE OF Wyoming
COUNTY OF Natrona } ss.

Colorado, Idaho, New Mexico, Wyoming, Kansas, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT – INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of May, 1973, personally appeared Carolyn S. Edwards, 1230 S. Illinois, Casper, Wyoming 82601 and Edward M. Boland P.O. Box 2283 Casper, Wyoming 82601 known to me 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 JANETTE M. HUTSELL—Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 4, 1977

[signature]
Notary Public.

[redacted] [redacted] [redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

9

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Edward M. Boland, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-37788, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 115 West, 6th P.M.
Section 28: Res. Tr. 42 (Orig. SW¼ NW¼)
Section 33: Res. Tr. 46 (Orig. SW¼ SW¼)

and containing 80.00 acres more or less, for and in consideration of the sum of Ten-and-more Dollars ($10.00 & more) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Pacific Transmission Supply Company, 245 Market Street, San Francisco, California ~~94105~~ 94105, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

Lands as described above

153359

Filed this 23rd day of March A.D. 1973
at 9:00 A.M. Geo J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Linton

and containing 80.00 acres, more or less, reserving, however, unto assignor Three-percent-of-eight-eights (3% of 8/8ths)

TO HAVE AND TO HOLD unto the said Pacific Transmission Supply 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 is executed this 15th day of January, 1973.

WITNESS: Edward M. Boland, Assignor-Lessee

By _____, President

Attest:

_____, Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Wyoming }
County of Natrona } ss.

On this 15 day of January, A. D. 19 73, before me personally appeared Edward M. Boland 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 15 day of January, A. D. 19 73.

(SEAL)

JANETTE M. HUTSELL-Notary Public
County of State of

Notary Public

My Commission expires:

ACKNOWLEDGMENT (For use by Corporation)

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 thirty (30) days in advance of the next rental paying date under said lease. If Assignor desires to reqcquire 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 on Assignee elect to reacquire said lease to such lands, 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. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

My Commission expires:

Assignment approved by Board of Land Commissioners April 2, 1973 without binding the State for the payment of the overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: March 23, 1973

sc

(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

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 Supervisor of the Geological Survey (33 F.R. 5812), I do hereby:

A; Approve the attached agreement for the development and operation of the COUNTY LINE 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 and hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated March 12, 1976

Oil and Gas Supervisor, United States Geological Survey

Contract No. 14-08-0001-14334

155360

Filed for record the 12th day of April A.D. 1976 at 2:45 o'clock P.M.
and recorded in Book 52 of Misc. on page 449
Fee $ Not collected Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

COUNTY LINE UNIT AREA

COUNTIES OF SWEETWATER & SUBLETTE

STATE OF WYOMING

INDEX

Article		Page
	Preliminary Recitals	1
1	Enabling Act and Regulations	1
2	Unit Area	2
3	Unitized Land and Unitized Substances	4
4	Unit Operator	4
5	Resignation or Removal of Unit Operator	4
6	Successor Unit Operator	5
7	Accounting Provisions and Unit Operating Agreement	6
8	Rights and Obligations of Unit Operator	6
9	Drilling to Discovery	7
10	Plan of Further Development and Operation	8
11	Participation after Discovery	8
12	Allocation of Production	10
13	Development or 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	13
19	Covenants Run With Land	15
20	Effective Date and Term	16
21	Rate of Prospecting, Development, and Production	16
22	Appearances	17
23	Notices	17
24	No Waiver of Certain Rights	17
25	Unavoidable Delay	18
26	Nondiscrimination	18
27	Loss of Title	18
28	Non-Joinder and Subsequent Joinder	18
29	Counterparts	19
30	No Partnership	19
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

COUNTY LINE UNIT

COUNTIES OF SWEETWATER & SUBLETTE

STATE OF WYOMING

U.S. GEOLOGICAL SURVEY
RECEIVED
JAN - 7 1976
CASPER, WYOMING

THIS AGREEMENT, entered into as of the 3rd day of February, 1975, 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 or 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 County Line 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 29,823.09 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 extent 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 of 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 interest 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 of 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 1500 feet of the Mesaverde 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 10,000 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 to reasonably be 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 recycling 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 wells drilled or 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 such 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 obtains 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 royalty on the 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 regulation; 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.

15. 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.

16. 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.

17. 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.

18. 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, sub-leases, 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 heretofore 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

where a said unitized lands are located, or if the United States, in regulations issued thereunder in any way affecting such party, or any 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.

28. 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.

29 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 land within the above-described unit area.

30 NO PARTNERSHIP. It is expressly agreed that the relation of the parties

hereto is that the independent contractors and nothing in this agreement contained, express 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 Unitized 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 hereinabove 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 parties 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 the Bureau of Land Management.

33. OIL SHALE STIPULATION. No wells will be drilled for oil and 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.

[illegible]

DAVIS OIL COMPANY, a Partnership

By _____
Attorney-in-Fact

Date of Execution February 10, 1975

Address: 1230 Denver Club Building
Denver Colorado 80203

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 10th day of February, 1975, before me appeared Paul Messenger to me personally known, who, being by me duly sworn did say he is the Attorney in Fact of DAVIS OIL COMPANY, a Partnership, and said Paul Messenger acknowledged said instrument to be the free act and deed of said Partnership.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
October 30, 1978

Ruth E. Lindsley
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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

In ratification and joinder [illegible] 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 12th day of February, 1975.

ATTEST:

Robert D. Vernon
Secretary

SKYLINE OIL COMPANY

Max D. Eliason
Senior Vice President

Address: 418 Atlas Building
Salt Lake City, Utah 84101

ACKNOWLEDGMENTS

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 UTAH)
: ss
COUNTY OF SALT LAKE)

On this 12th day of February, 1975, before me appeared Max D. Eliason to me personally known, who, being by me duly sworn did say he is the Senior Vice President of Skyline 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 Max D. Eliason 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:

March 28, 1976

_____
Notary Public
Residing at Salt Lake City, Utah

Tracts: 1, 42

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the ... and Operation of the County Line Unit Area, Counties of Sweetwater and ..., State of Wyoming, dated February 3, 1975, in form approved on behalf of the ... of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which refers to 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 owned 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 28th day of February, 1975.

EQUITY OIL COMPANY

Secretary

By: F. A. Thurman
Vice President

Address: 2220 Western Federal Savings Building
Denver, Colorado 80202

2220 Western Federal Savings Bldg.
718 - 17th Street
Denver, CO 80202

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 COLORADO)
: ss
DENVER)

On this 28th day of February, 1975, before me appeared F. A. Thurman to me personally known, who, being by me duly sworn did say he is the Vice President of EQUITY 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 F. A. Thurman 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 3, 1978

Notary Public
Robert L. Chapman

Tract 2

[redacted] [redacted] [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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other [illegible] interest owners of the contemporary Unit Operating Agreement which relates to [illegible] Unit Agreement, and also said Unit Operating Agreement [illegible]

[illegible] with ratification and [illegible] 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 unitizable 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 April, 1975.

Robert B. Ferguson

Address: Suite 560
610 Newport Center Drive
Newport Beach, California 92660

STATE OF California)
: SS
COUNTY OF Orange)

OFFICIAL SEAL
DORIS J. MITCHELL
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires April 10, 1978

On this 11th day of April, 1975, before me personally appeared Robert B. Ferguson 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 _____, 1975, 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. 4, 5

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement [illegible] and Operation of the County Line Unit Area, Counties of Sweetwater [illegible] State of Wyoming, dated February 3, 1975, 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, 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 interest in any lands and leases, or interests therein, and royalties presently paid or which may arise under existing option agreements or other interest in units or subsurfaces, 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 28th day of February, 1975.

EQUITY OIL COMPANY

Secretary

By F. A. Thurman
President

F. A. THURMAN
VICE-PRESIDENT

Address: 2220 Western Federal Savings Building
Denver, Colorado 80202

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 COLORADO)
: ss
COUNTY OF DENVER)

On this 28th day of February, 1975, before me appeared E. A. Thurman to me personally known, who, being by me duly sworn did say he is the Vice President of EQUITY 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 E. A. Thurman 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 3, 1978

Notary Public
Robert L. Chapman

Tract: 2

[redacted] [redacted] [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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, and also said Unit Operating Agreement in fully as though the undersigned had executed the same in its entirety, the undersigned, for itself, its successors, assigns, and lessees, hereby commits to said Unit Agreement and Unit Operating Agreement its interest in any lease and leases, or interest therein, and rights to production, or in the alternative thereto, any proceeds thereof, and all of its interest in all oil and gas in any lands and leases, or interest in unitized 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 10th day of February, 1975.

Raymond Chorney

Joan Chorney

Address: 401 Lincoln Tower Building
Denver, Colorado 80203

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 10th day of February, 1975, before me personally appeared Raymond Chorney & 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 _____, 1975, 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.

_____
Notary Public

Exhibits: 0-10, 13-22, 25-27, 50, 51

RATIFICATION AND JOINDER IN UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by various working interest owners of the contemporary Unit Operating Agreement which relates to 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, his heirs, devisees, assigns, or successors in interest.

EXECUTED this 11th day of February, 1975.

ATTEST:

Ass't. Secretary

Address: 633 3rd Avenue
New York City, New York 10017

FMC CORPORATION

President

Director, Natural Resources Dept.

Designation of Authority authorizing ROBERT J. FLEMMING to execute on behalf of FMC Corporation is on file in Houston Office and is still in force and effect.

STATE OF New York)
: ss
COUNTY OF New York)

On this 11th day of February, 1975, 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.

My commission expires

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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: 6-27, 31, 50, 51

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 County Line Unit Area, Counties of Sweetwater and Fremont, State of Wyoming, dated February 3, 1975, 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, and also said Unit Operating Agreement as fully as though it were executed by the undersigned, the undersigned hereby commits to said Unit Agreement and to said Unit Operating Agreement 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 10th day of February, 1975.

XXXXXXXXXXXXXXXXXXXXXXXXX
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 _____)
: 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

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 10th day of February, 1975, 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 in and
for the Parish of Orleans, State of La.

My commission is for life.

Tracts: 6-27, 31, 50, 51

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 25 day of February, 1975.

ATTEST:

TEXAS GAS EXPLORATION CORPORATION

Asst. Secretary

Vice President

Address: 520 Denver Center Building
Denver, Colorado 80203

STATE OF TEXAS)
: ss
COUNTY OF HARRIS)

On this 25 day of February, 1975, before me appeared Robert G. Furse, to me personally known, who, being by me duly sworn did say he is the Vice President of Texas Gas Exploration Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Robert G. Furse 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 in and for
Harris County, T e x a s

Tracts: 7-10, 26, 27, 31

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, and also said Unit Operating Agreement as fully as though he or she 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 February, 1975.

Estelle Wolf

Address: 814 Colorado Club Office Building
4155 East Jewell
Denver, Colorado 80222

STATE OF COLORADO)
: ss
COUNTY OF JEFFERSON)

On this 11th day of February, 1975, before me personally appeared Estelle Wolf 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
March 21, 1977

J. M. Martin Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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: 8, 9, 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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 pertains to 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 10th day of February, 1975.

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 _____, 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 COLORADO)
: ss
COUNTY OF DENVER)

On this 10th day of February, 1975, 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, a corporation, and that said instrument was signed and sealed on 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: 11, 12, 23, 24, 31

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, 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 interests 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 February, 1975.

ATTEST:

Secretary
Sandra L. Hume

Address: Suite 814
4155 East Jewell Avenue
Denver, Colorado 80222

CEVIN COMPANY

President
Melvin Wolf, President

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 COLORADO)
: ss
COUNTY OF JEFFERSON)

On this 11th day of February, 1975, before me appeared Melvin Wolf to me personally known, who, being by me duly sworn did say he is the President of CEVIN 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 corporation 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
March 21, 1977

Notary Public
J. M. Martin

Tract: 28

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In the event of the execution of the Unit Agreement for the development and operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, 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 unmined 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 18 day of Feb, 1975.

Jack J. Grynberg

Address: 1950 Prudential Plaza Tower
Denver, Colorado 80202

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 18 day of Feb, 1975, 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
December 8, 1975

Notary Public

STATE OF)
: ss
COUNTY OF)

On this _____ day of _____, 1975, 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: 29, 37

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other [illegible] Operating Agreement which relates to [illegible] as fully as though [illegible]

[illegible] Joinder [illegible] be effective as to the undersigned [illegible] in any lands and leases, or interests therein, and royalties presently held [illegible] or to 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 24th day of March, 1975.

Attest.

Secretary

TIPPERARY OIL AND GAS CORPORATION

EXECUTIVE VICE-PRESIDENT

Address: 506 West Illinois
Midland, Texas 79701

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 MIDLAND)

On this 24th day of March, 1975, before me appeared Frank M. Agar to me personally known, who, being by me duly [illegible] by he is the Ex. Vice- President of Tipperary Oil and Gas Corporation, [illegible] affixed to said instrument is the corporate seal of said [illegible] that said instrument was signed and sealed on behalf of said [illegible] its authority of its Board of Directors, and said Frank M. Agar acknowledged said instrument to be the free [illegible] and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract: 44

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, 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 unleased 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 February, 1975.

ATTEST:

Joel E. Lineberry
Assistant Secretary

RAINBOW RESOURCES, INC.

Vice-President
Charles A. Shear

Address: 515 Lakeside National Bank Building
Denver, Colorado 80212

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 COLORADO)
: ss
COUNTY OF _____)

On this 11th day of February, 1975, before me appeared Charles A. Shear to me personally known, who, being by me duly sworn did say 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 on 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.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires July 2, 1978

Christina L. Skrabits
Notary Public
Christina L. Skrabits

Tract: 44

RATIFICATION AND JOINDER OF

COUNTY LINE UNIT

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

SWEETWATER AND SUBLETTE COUNTIES, WYOMING

In consideration of the execution of the Unit Agreement for the Development and Operation of the subject Unit Area, dated February 3, 1975, 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 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 and owner or other interest in unitized [illegible], including any lands in the area in which the undersigned is [illegible] found to have an oil and/or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 13th day of May, 1975.

GETTY OIL COMPANY

ATTEST: _____
Asst. Secretary

Clyde E. Wilhelm
Attorney-in-Fact

Address: P. O. Box 66729
Houston, Texas 77006

STATE OF TEXAS)
: ss
COUNTY OF [illegible])

On this 13th day of May, 1975, before me personally appeared CLYDE E. WILHELM 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 6-1-75

Betty Bell
Notary Public
BETTY BELL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 197__, before me appeared _____ to me personally known, who, being 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: 45

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In the matter of the execution of the Unit Agreement for the Development and Operation of the Dooley Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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, 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 9th day of April, 1975.

Cathie Auvenshine

Address: P. O. Box 1148
Lovington, New Mexico 88260

STATE OF NEW MEXICO)
: ss
COUNTY OF LEA)

On this 9th day of April, 1975, before me personally appeared Cathie Auvenshine 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 April 1, 1978

Notary Public

STATE OF _____)
: ss
_____)

On this _____ day of _____, 1975, 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: 46

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 [illegible], and also said Unit Operating Agreement in fully as that to the interest in any lands and leases, or interests thereto, 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 25th day of March, 1975.

Kathleen Cone
Kathleen Cone

Address: P. O. Box 1148
Lovington, New Mexico 88260

STATE OF NEW MEXICO)
: ss
COUNTY OF LEA)

On this 25th day of March, 1975, before me personally appeared Kathleen Cone 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 4/1/78

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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

Tract #7

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 Grass Creek Unit Area, County of Washakie and Hot Springs, State of Wyoming, dated February 3, 1975, 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, 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 March, 1975.

STATE OF WYOMING

Karl F. Smith
Asst. Secretary

HUSKY OIL COMPANY OF DELAWARE

Vice President

Address: ~~1422 Lincoln Tower Building~~
~~Denver, Colorado 80203~~

600 South Cherry Street
Denver, Colorado 80222

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 COLORADO)
) SS
COUNTY OF ARAPAHOE)

On this 11th day of March, 1975, before me appeared J. G. McKenzie, to me personally known, who being by me duly sworn, did say that he is the Vice President of Husky Oil Company of Delaware, 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. G. McKenzie acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 11th day of March, 1975.

My commission expires:
February 1, 1977

Notary Public

[redacted] [redacted] [redacted]

APPROVAL - CERTIFICATION - DETERMINATION

UNIT AGREEMENT

COUNTY LINE UNIT AREA

SWEETWATER & SUBLETTE COUNTIES, WYOMING

Effective as to State of Wyoming lands, to wit:

T28N-R109W

Section 16: All

T27N-R109W

Section 36: All

T27N-R110W

Section 36: 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 County Line 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 County Line 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 County Line 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.

1

(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 [illegible] day of [illegible], 1975, 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 [illegible] day of [illegible], 1975.

[illegible]

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 County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 [illegible] 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 13 day of February, 1975.

Donald B. Vail

Donald B. Vail

Address: P. O. Box 1416
Bullhead City, Arizona 86430

STATE OF Arizona)
: ss
COUNTY OF Mohave)

On this 13 day of February, 1975, before me personally appeared Donald B. Vail 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.

Bobbi Hess
Notary Public

My commission expires

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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

[illegible] Ratification and Joinder of Unit Agreement

In consideration of the execution of the [illegible] for the Development and Operation of the County Line Unit Area, County of Uncompahgre and State of Wyoming, dated February 3, 1975, [illegible] of the Department of the Interior, the undersigned (whether one or more) hereby commits unto 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 operating agreements or other instruments in oil and gas 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 February, 1975.

Robert W. Scott

Address: 11386 West 26th Place
Lakewood, Colorado 80215

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 11th day of February, 1975, before me personally appeared Robert W. Scott 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
4-10-77

Mary K. [illegible]
Notary Public

STATE OF)
: ss
COUNTY OF)

On this _____ day of _____, 1975, 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: 6-10, 13-27, 50, 51

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 owned or which may come under existing option agreements or other interests in unitized lands, only to the lands which 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 February, 1975.

ATTEST:

Secretary
Michele Jacobs

Address: 311 South Magnolia
Denver, Colorado 80222

ABKO, INC.

President
Elaine Wolf

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 COLORADO)
: ss
COUNTY OF JEFFERSON)

On this 11th day of February, 1975, before me appeared Elaine Wolf to me personally known, who, being by me duly sworn did say She is the President of ABKO, INC, 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 corporation acknowledged said instrument to be her free and act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
March 21, 1977

J. M. Martin Notary Public

Tract: 7

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 February, 1975.

Joyce Wolf

Address: Suite 814
4155 East Jewell Avenue
Denver, Colorado 80222

STATE OF COLORADO)
: ss
COUNTY OF JEFFERSON)

On this 11th day of February, 1975, before me personally appeared Joyce Wolf 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
March 21, 1977

J. M. Martin Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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: 10

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 [illegible] 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 14th day of February, 1975.

Donald F. Short

Address: 2335 Crescent Avenue
Casper, Wyoming 82601

STATE OF WYOMING)
: ss
COUNTY OF NATRONA)

On this 14th day of February, 1975, before me personally appeared Donald F. Short 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

Viola L. McFall — Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. [illegible]

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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 _____ 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: 11, 12

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, as to 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 18th day of February, 1975.

Evidence of power of attorney is filed in WI0529 and is still in effect.

Erma B. Tolan

Address: P. O. Box 2167
Cheyenne, Wyoming 82001

STATE OF Wyoming)
: ss
COUNTY OF Laramie)

On this 18th day of February, 1975, before me personally appeared Erma B. Tolan 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 Patricia J. Ramsey - Notary Public ... My Commission Expires ... 1977

Patricia J. Ramsey
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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: 25

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 [illegible] 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 18th day of February, 1975.

J. L. Fusselman
J. L. Fusselman

Address: 220 East 14th Street
Casper, Wyoming 82601

STATE OF WYOMING)
: ss
COUNTY OF NATRONA)

On this 18th day of February, 1975, before me personally appeared J. L. Fusselman 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.

[illegible]

My commission expires June 25, 1978

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1975, 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 20

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1976, by [illegible] of the Interior, the undersigned (whether one or more) hereby expressly joins the 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 February, 1975.

Robert G. Swope

Address: P. O. Box 578
Lyons, Colorado 80540

STATE OF [illegible])
: ss
COUNTY OF [illegible])

On this 11th day of [illegible], 1975, 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 [illegible])
: ss
COUNTY OF [illegible])

On this [illegible] day of [illegible], 1975, before me appeared [illegible] to me personally known, who, being by me duly sworn did say he is the [illegible] President of [illegible], 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 [illegible] acknowledged said instrument to be the free act and deed of said corporation.

[illegible] my hand and notarial seal on the date first above written.

My commission expires

Notary Public

Tract: 29

[redacted] NOTIFICATION [redacted] JOINDER OF

COUNTY LINE

UNIT AGREEMENT

SWEETWATER COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and Operations of the subject Unit Area, dated February 2, 1975, 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 [illegible] or other interests in [illegible] 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 24th day of March, 1975.

John Oakson

Address: Petroleum Investment & Research
654 South 9th East
Salt Lake City, Utah 84102

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 24th day of March, 1975, before me personally appeared John Oakson, 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, 1978

Notary Public
Residing at Ogden, Utah

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: 31

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 oil and gas substances, covering the lands within the Unit Area in which the undersigned is 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 17 day of February, 1975.

Van B. Hales

Address: 1429 Michigan Avenue
Salt Lake City, Utah 84105

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 19th day of February, 1975, before me personally appeared Van B. Hales 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 3-29-77

Notary Public
Salt Lake County, Utah.

STATE OF)
: ss
COUNTY OF)

On this day of , 1975, 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 his 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: 31

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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 [illegible] 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 [illegible] day of [illegible], 1975.

Dean W. Rowell

Address: P. O. Box 11206
Salt Lake City, Utah 84111

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 10th day of February, 1975, before me personally appeared Dean W. Rowell 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 _____, 1975, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the day first above written.

My commission expires

Notary Public

Tract: 42

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the [illegible] and Operation of the County Line Unit Area, County of [illegible], State of Wyoming, dated February 3, 1975, [illegible] of the Interior, the undersigned (whether one or more) hereby [illegible] 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 to 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 28th day of February, 1975.

L. C. Driskell

Address: P. O. Box 1021
Denver, Colorado 80201

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 28th day of February, 1975, before me personally appeared L. C. DRISKELL 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, 1978

Notary Public

STATE OF)
: ss
COUNTY OF)

On this day of , 1975, 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: 44

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the County Line Unit Area, Counties of Sweetwater and Sublette, State of Wyoming, dated February 3, 1975, 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.

The Ratification and Joinder shall be effective as to the undersigned's [illegible] 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 24 day of February, 1975.

D. L. Carpenter

Address: 2936 Nob Hill Drive
Casper, Wyoming 82601

STATE OF Wyoming)
: ss
COUNTY OF Natrona)

On this 24 day of February, 1975, before me personally appeared D. L. Carpenter 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 _____, 1975, 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 44

R 10 S W

FMC ETAL

(12)

W 5190

27

GEO. GLOBE

507

(47)

W 53372

GRYNSEWS

(18)

W 21402

34

BEARD ETAL

(19)

35

LANE

(21)

W 29898

W 5122

FMC ETAL

(49)

36

37.4212

STATE

0.86 | 4 40.86 | 3 40.7 | 40.64 | 3 | 2 40.91 | 1 40.95 | 4 40.84 | 3 40.60 | 2 40.36 | 1 40.12 | 4 36.64 | 3 39.88 | 2 | 1 39.75

GREAT WESTERN

FMC ETAL

643.60

641.92

8 36.73

626.43

(17)

4 40.86 3 40.79 2 40.85 1 40.95 4 40.84 3 40.60 2 40.36 1 40.12

4 36.64 3 39.88 2 39.6

GREAT WESTERN

FMC ETAL

8 36.73

626.45

W 3.7

2

8

6 36.79

FMC ETAL

PT (10)

7 36.85

W 5120

PT

PT

N 5116

W 50564

FMC ETAL

DARLENE HOLT

(36)

W 48184

GETTY

(32)

W 40974

W 29898 W 5122

E 7+212

STATE

W 5.3

PT

(30)

W 5290

1 36.89

GREAT WESTE

PT

2 36.91

62.4.42

W 3.2

7

3 36.94

FMC ET.

PT (9)

4 36.98

W 5120

508

10

11

12

1

FMC ETAL

W 4956

PT (4)

FMC ETAL

PT (42)

W 50564

14

JOECKEL

BUCY

PT (22)

13

(41)

W 33543

FMC ETAL

1 37.03

2 37.10

3 37.18

4 37.26

FMC ETAL

628.57

18

GREAT WESTERN

PT (27)

W 37291

17

T. A. CHORNEY, ET AL

PT (35)

W4958 | 15 | W5115 | W4956 | W 50564 | 14 | J. ECKEL

PT (42)

PT (22) | 13 | (41)

W33543

2 3710 | 628.[illegible] | 18

3 3718

4 3726

W5117

17 | W37291 | T. A. CHORNEY, ET AL | PT (35)

W 48182

W5115 | W4956

SKYLINE | FMC ETAL

PT (29) | PT (15)

W6177

22 | W3449 | 23 | (30)

FMC ETAL | FMC ETAL

W 50563

24 | SUCY

FMC ETAL

(3)

PT (22)

W33543

1 3731 | GRYNBERG

2 3732 | 629.37 PT

19 | W3[illegible]

3 3725

FMC ETAL

4 3738 PT

W5117 | W

MUNSON

(23)

20

W 34459

509

W 5056 | W4958 | W 38491 | W4957

1 3743 | EQUITY

2 3749 | 630.08

3 3755 | 30

4 3761

W 4967

FMC ETAL | T. A. CHORNEY

(13) | PT (35)

W 5555 | 29 | W 48182

GRYNBERG

PT (25)

W 36411

1 3767 | AUVENSHIR

(38)

2 3773

FMC TAL

(6)

LEASE NUMBERS

W 5116
5117
5120
5122
~~5123~~
5190
5555
5560
6177
~~7989~~
7990
11590
21402
25681
~~27516~~
27523

[redacted]

[redacted]

[redacted]

3 37.55

4 37.61

W 49671

GRYNBERG

PT (25)

W 36411

1 37.67

2 37.73

3 37.80

4 37.86

AUVENSHINE

(33)

63108

31

FMC ETAL

(6)

W 5096

32

W 42277

TYPE LAND	ACRES	PERCENT
FEDERAL	[illegible]	93.56%
FEE	[illegible]	6.44%
TOTAL	[illegible]	100.00%

EXHIBIT "A"

COUNTY LINE UNIT

SWEETWATER & SUBLETTE COUNTIES, WYOMING

[illegible]-74

[illegible] 2-5-76

FMC ETAL

PT (41)

W4958

15

W 50564

14

JUECKEL

PT (4)

W5115

SKYLINE

PT (29)

W 394..

22

FMC ETAL

(40)

W 5056

PT (4)

W 4958

W 38491

23

FMC ETAL

(30)

BUCY

PT (22)

13

(41)

W 33543

W 50563

24

FMC ETAL

(3)

W 4957

BUCY

PT (22)

W 33543

2 37.10

PT (9)

628.57

3 37.18

18

4 37.26

W5117

1 37.31

GRYNBERG

2 37.33

629.37 PT (9)

3 37.35

19

W 36411

FMC ETAL

4 37.38 PT

W 5117

W 5555

PT (27)

W 37291

17

T. A. CHORNEY, ET AL

PT (35)

W 48182

MUNSON

(13)

20

W 34459

1 37.43

EQUITY

(37)

2 37.49

630.08

30

3 37.55

4 37.61

W 4967

1 37.67

AUVENSHINE

FMC ETAL

(13)

T. A. CHORNEY

PT (35)

W 5555

29

W 48182

GRYNBERG

PT (25)

W 36411

518

E NUMBERS

16	W [illegible]	[illegible]
17	33[illegible]	[illegible]
20	3445[illegible]	[illegible]
22	3[illegible]	[illegible]
23	38[illegible]	[illegible]
30	[illegible]	[illegible]
35	3[illegible]	[illegible]
60	3[illegible]	[illegible]
77	38[illegible]	[illegible]
89	38[illegible]	[illegible]
90	35[illegible]	[illegible]
90	38[illegible]	[illegible]
402	40[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

W 25681

40.86 | 3 | 40.73 | 2 | ... | 40.95 | 4 | 40.84 | 3 | 40.60 | 2 | 40.36 | 1 | 40.12

W 298-8 | W 5122

67-4212 STATE

FMC ETAL

643.00

3

PT

643.60

1

641.92

2

FMC ETAL

PT (41)

W 5116

W 52564

FMC ETAL

DARLENE HOLT (36)

W 48184

GETTY (32)

W 40974

4 | 36.64 | 3 | 39.88 | 2 | 39.81 | 1

GREAT WESTERN

8 | 36.73

626.45

PT

W 37291

8

6 | 36.79

FMC ETAL

PT (10)

7 | 36.85

W 5120

1 | 36.89

GREAT WESTERN

PT (27)

2 | 36.91

627.72

W 37291

7

3 | 36.94

FMC ETAL

PT (10)

4 | 36.98

W 5120

513

10

11

12

FMC ETAL

PT (41)

W 4958

15

W 50564

14

JOSSKEL

PT (6)

BUCY

PT (22)

13

FMC ETAL

(41)

2 | 37.10

FMC ETAL

PT (9)

628.57

3 | 37.18

18

GREAT WESTERN

PT (27)

17

W 37291

T. A. CHORNEY, ET AL

TAL

PT (11)

27

BE

43

BEARD ETAL

LANE

514

(19)

(21)

NBERG

(18)

1402

34

35

36

FMC ETAL

(49)

W 25681

W29815

W 51122

C7644212

STATE

40.79 2 40.71 1 40.63 4 40.65 3 40.84 2 40.91 1 40.96 4 40.84 3 40.60 2 40.36 1 40.12

4 36.64 3 39.88 2 39.81 1 39.75

GREAT WESTERN

MC ETAL

643.00

643.60

641.92

8 36.73

626.45

PT (27)

W 37291

3

2

3

PT

(8)

FMC ETAL

PT (41)

DARLENE HOLT

(36)

W 48184

GETTY

(32)

6 36.79

FMC ETAL

7 36.85

PT (10)

TRIGG

(26)

EXHIBIT "B"

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS

COUNTY LINE UNIT

SWEETWATER AND SUBLETTE COUNTIES, WYOMING

Tract Number	Description of Land	Number of Acres	Serial No. & Expiration date of Lease	Basic Royalty and Percentage		Lessee of Record		Overriding Royalty and Percentage		Working Interest and Percentage	
	FEDERAL LAND										
1	T26N-R109W Sec. 5: SW¼ 6: SE¼	320.00	W-0323099 3-31-76	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott Donald B. Vale	3.00 .50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
2	T26N-R109W Sec. 6: Lots 3,4, 5,6,7 7: Lots 1,2, 3,4, E½, E½W½ 17: All 20: All	2037.67	W-1301 9-30-76	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67	ABKO, Inc. Robert W. Scott	2.00 1.50	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67
3	T26N-R109W Sec. 24: SW¼	160.00	W-4957 3-31-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Donald F. Short	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
4	T26N-R109W Sec. 15: NW¼, SE¼ 23: SW¼	480.00	W-4959 3-31-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Donald F. Short	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00

5	T26N-R110W Sec. 1: E½SW¼, W½SE¼, SE¼SE¼ 12: NE¼, SE¼NW¼ 13: N½	720.00	W-5078 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.5[illegible]	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
6	T26N-R108W Sec. 32: N½	320.00	W-5096 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
7	T26N-R109W Sec. 1: S½SW¼ 2: SE¼SE¼ 10: ALL 11: ALL 12: ALL 15: NE¼, SW¼	2360.00	W-5115 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
8	T26N-R109W Sec. 1: Lots 1,2, 3,4, S½N½ 2: Lots 1,2, 3,4, S½N½ 3: ALL 4: Lots 1,2, 3,4, S½N½ 5: Lots 1,2, S½NE¼ 6: SE¼NW¼, E½SW¼	1892.51	W-5116 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00

9	T26N-R108W Sec. 17: 18: 19:	943.30 [illegible] [illegible] Lots 3,4, E½SW¼	W-5117 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
10	T26N-R108W Sec. 6: 7:	547.56 Lots 6,7, E½SW¼, W½SE¼ Lots 3,4, E½SW¼, SE¼	W-5120 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
11	T27N-R109W Sec. 26: 27: 35:	1120.00 ALL E½ E½E½	W-5122 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
	T27N-R109W Sec. 27:	160.00 NW¼	W-5190 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
13	T26N-R108W Sec. 19: 29:	320.00 SE¼ NW¼	W-5555 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
14	T26N-R109W Sec. 4:	40.00 SE¼SE¼	W-5560 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00

517

15	T26N-R109W Sec. 4: SW¼, W½SE¼, NE¼SE¼ 23: NW¼	440.00	W-6177 5-31-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott Erma B. Tolan	3.00 .50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
16	T26N-R109W Sec. 9: ALL	640.00	W-7990 8-31-77	U. S. A.	ALL	FMC Corporation Estate of William Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67	Robert W. Scott	3.50	FMC Corporation Estate of William Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67
17	T26N-R110W Sec. 1: NW¼SW¼	40.00	W-11590 3-31-78	U. S. A.	ALL	Cevin Company	100.00	None		Cevin Company	100.00
18	T27N-R109W Sec. 34: SE¼NW¼	40.00	W-21402 10-31-79	U. S. A.	ALL	Jack J. Grynberg	100.00	Robert G. Swope	2.00	Jack J. Grynberg	100.00
19	T27N-R109W Sec. 34: E½, SW¼ 35: W½	800.00	W-25681 11-30-80	U. S. A.	ALL	John M. Beard Don J. Leeman	50.00 50.00	None		John M. Beard Don J. Leeman	50.00 50.00
20	T26N-R110W Sec. 12: NE¼NW¼	40.00	W-27523 2-28-81	U. S. A.	ALL	Anadarko Production Company	100.00	None		Anadarko Production Company	100.00
21	T27N-R109W Sec. 35: W½E½	160.00	W-29898 9-30-81	U. S. A.	ALL	Marcia P. Lane	100.00	Lon V. Smith	2.00	Marcia P. Lane	100.00
22	T26N-R109W Sec. 13: W½ 24: SE¼	480.00	W-33543 2-28-82	U. S. A.	ALL	M. Peyton Bucy	100.00	None		M. Peyton Bucy	100.00

23	T26N-R105W Sec. 20: ALL	640.00	W-34419 5-31-82	U. S. A.	ALL	Thomas A. Chorney S. A. Chorney	50.00 50.00	David M. Munson	4.00	Thomas A. Chorney S. A. Chorney	50.00		
24	T26N-R110W Sec. 1: SW¼NW¼	40.00	W-34461 5-31-82	U. S. A.	ALL	CIG Exploration, Inc.	100.00	None		CIG Exploration, Inc.	100.00		
25	T26N-R108W Sec. 19: Lots 1,2, E½NW¼, NE¼ 29: S½	634.64	W-36411 9-30-82	U. S. A.	ALL	Jack J. Grynberg	100.00	None		Jack J. Grynberg	100.00		
26	T26N-R108W Sec. 6: E½SE¼	80.00	W-37290 12-31-82	U. S. A.	ALL	John H. Trigg	100.00	None		John H. Trigg	100.00		
27	T26N-R108W Sec. 6: Lots 1,2, 3,4,5, S½NE¼ SE¼NW¼ 7: Lots 1,2, E½NW¼, NE¼ 17: N½	946.61	W-37291 11-30-82	U. S. A.	ALL	Great Western Drilling Company	100.00	None		Great Western Drilling Company	100.00		
28	T26N-R109W Sec. 5: SE¼	160.00	W-38403 2-28-83	U. S. A.	ALL	Jerry Chambers-Oil Producer	100.00	None		Jerry Chambers-Oil Producer	100.00		
29	T26N-R109W Sec. 5: Lots 3,4, S½NW¼ 6: Lots 1,2, S½NE¼ 8: N½ 22: N½	960.84	W-38490 2-28-83	U. S. A.	ALL	Skyline Oil Company	100.00	Dean W.Rowell	1.00	Skyline Oil Company	100.00		
	T26N-R109W Sec. 14: S½ 23: E½	640.00	W-38403 2-28-83	U. S. A.	ALL	Raymond N. JJoeckel	100.00	None		Raymond N. Joeckel	100.00		

519

31	T26N-R110W Sec. 1: Lots 1,2, 3,4, S½NE¼, SE¼NW¼, SW¼SW¼ 12: S½	639.04	W-38495 2-28-83	U. S. A.	ALL	Rainbow Resources, Inc. Tipperary Corp-oration	50.00 50.00	L.C. Driskell D.L. Carpenter		Rainbow Resources, Inc. Tipperary Corp-	50.00 50.00
32	T26N-R109W Sec. 1: SE¼	160.00	W-40974 8-31-83	U. S. A.	ALL	Getty Oil Company	100.00	W. G. Haun		Getty Oil Company	100.00
33	T26N-R108W Sec. 31: Lots 1,2, 3,4, E½, E½W½ 32: S½	951.08	W-42277 11-30-83	U. S. A.	ALL	Cathie Auvenshine	100.00	None		Cathie Auvenshine	100.00
34	T26N-R110W Sec. 13: S½	320.00	W-43855 2-29-84	U. S. A.	ALL	Kathleen Cone	100.00	None		Kathleen Cone	100.00
35	T26N-R108W Sec. 17: SE¼ 29: NE¼	320.00	W-48182 11-30-84	U. S. A.	ALL	Thomas A. Chorney S. A. Chorney	50.00 50.00	Locke Jacobs		Thomas A. Chorney S. A. Chorney	50.00 50.00
36	T26N-R109W Sec. 1: N½SW¼	80.00	W-48184 11-30-84	U. S. A.	ALL	Darlene Holt Jack V. Waker Don Stroble F. L. Shogrin	27.78 27.77 27.77 16.67	None		Darlene Holt Jack V. Waker Don Stroble F. L. Shogrin	27.78 27.77 27.77 16.67
37	T26N-R108W Sec. 30: Lots 1,2, 3,4, E½, E½W½	630.08	W-49671 2-4-77	U. S. A.	ALL	Equity Oil Company	100.00	None		Equity Oil Company	100.00

Rev. 3-23-76

38	T26N-R10[illegible] Sec. 18: [illegible]ts 1,2, [illegible],4, E½, [illegible]½W½, 19: [illegible]ts 1,2, [illegible],4, SE¼, [illegible]½NE¼, [illegible]½NE¼, E½W½	1163.68	W-50[illegible] 3-11-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67	Estelle Wolf Robert W. Scott	2.00 1.50	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67
39	T26N-R109W Sec. 19: NE¼NE¼	40.00	W-50560 3-11-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67	Estelle Wolf Robert W. Scott	2.00 1.50	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67
40	T26N-R109W Sec. 21: N½ 22: S½	640.00	W-5056[illegible] 3-11-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67	Joyce Wolf Robert W. Scott	2.00 1.50	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67
41	T26N-R109W Sec. 13: E½ 24: N½	640.00	W-50363 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
42	T26N-R109W Sec. 2: S½, N½SE¼, S½SE¼ 14: N½	600.00	W-50564 8-31-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67	Robert W. Scott J.L. Fusselman	2.50 1.00	FMC Corporation Estate of William G. Helis Texas Gas Exploration Corporation Davis Oil Company	33.33 33.33 16.67 16.67

521

43	T26N-R109W Sec. 8: S½ 21: S½	640.00	W-50567 9-30-82	U. S. A.	ALL	Estelle Wolf	100.00	None		Estelle Wolf	100.00
	T27N-R109W Sec. 31: Lots 1,2, 3,4, E½, E½W½ 32: W½NW¼ 33: ALL	1316.08	W-52118 4-30-77	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
45	T27N-R109W Sec. 28: ALL 32: E½, E½W½, W½SW¼	1200.00	W-52118 2-28-81	U. S. A.	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Van B. Hales	3.00	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
46	T26N-R110W Sec. 12: NW¼NW¼	40.00	W-52799 11-30-[illegible]	U. S. A.	ALL	J. Paul Karcher	100.00	None		J. Paul Karcher	100.00
47	T27N-R109W Sec. 27: SW¼ 34: NE¼NW¼, W½NW¼	280.00	W-53372 1-31-[illegible]	U. S. A.	ALL	George Globe	100.00	None		George Globe	100.00
48	T26N-R110W Sec. 1: NE¼SE¼ 12: SW¼SW¼	80.00	W-54123	U. S. A.	ALL	Evelyn Chambers	100.00	None		Evelyn Chambers	100.00
	48 Federal Tracts 27,903.59 acres or 93.56% of unit area										
	STATE LAND										
49	T27N-R109W Sec. 36: ALL	640.00	[illegible] 5-1-[illegible]	State of Wyoming	ALL	Husky Oil Company (Delaware)	100.00	None		Husky Oil Company (Delaware)	100.00

50	T26N-R109W Sec. 16: ALL	640.00	67-4656 5-1-77	State of Wyoming	ALL	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	FMC Corporation Estate of William G. Helis Davis Oil Company	40.00 40.00 20.00
51	T27N-R110W Sec. 36: ALL	640.00	72-9080 4-1-82	State of Wyoming	ALL	Husky Oil Company (Delaware)	100.00	None		Husky Oil Company (Delaware)	100.00

3 State Tracts 1,920.00 acres or 6.44% of unit area

TOTAL ACREAGE: 29,823.59 acres

523

UNIT OPERATING AGREEMENT

COUNTY LINE UNIT AREA

COUNTY O... SWEETWATER AND SUBLETTE

STATE OF WYOMING

TABLE OF CONTENTS

Preliminary Recitals 1

ARTICLE 1—DEFINITIONS

Section 1.1 Unit Agreement Definitions 1
Section 1.2 Unit Operator 1
Section 1.3 Part 1
Section 1.4 [illegible] 1
Section 1.5 [illegible] 1
Section 1.6 Lease Burdens 1
Section 1.7 Production 1
Section 1.8 Lease Burdens 1
Section 1.9 Drilling Party 1
Section 1.10 Non-Drilling Party 1
Section 1.11 Drill 1
Section 1.12 Deepen or Plug Back 1
Section 1.13 Initial Test Well 1
Section 1.14 Subsequent Test Well 1
Section 1.15 Development Well 1
Section 1.16 Exploratory Well 1
Section 1.17 Approval of the Parties or Direction of the Parties 1
Section 1.18 Salvage Value 1
Section 1.19 Neuter Pronoun 1

ARTICLE 2—NO LIABILITY FOR DRILLING, DEEPENING OR PLUGGING BACK WELLS WITHOUT CONSENT

Section 2.1 No Liability Without Consent 1

ARTICLE 3—INITIAL TEST WELL

Section 3.1 Location 1
Section 3.2 Costs of Drilling 1

ARTICLE 4—SUBSEQUENT TEST WELLS

Section 4.1 Right to Drill 2

ARTICLE 5—ESTABLISHMENT, REVISION AND CONSOLIDATION OF PARTICIPATING AREAS

Section 5.1 Proposal 2
Section 5.2 Objections to Proposal 2
Section 5.3 Revised Proposal 2
Section 5.4 Rejection by Director ...Supervisor 2
Section 5.5 Consolidation 2

ARTICLE 6—APPORTIONMENT OF COSTS AND OWNERSHIP AND DISPOSITION OF PRODUCTION AND PROPERTY

Section 6.1 Apportionment and Ownership Within Participating Area 2
A. Costs 2
B. Production 2
C. Property 2
Section 6.2 Ownership and Costs Outside Participating Area 2
Section 6.3 Taking in Kind 2
Section 6.4 Failure to Take in Kind ..... (See Section 37.10 ..... 11 3
Section 6.5 Surplus Materials and Equipment 2

ARTICLE 7—PLANS OF DEVELOPMENT

Section 7.1 Wells and Projects Included 2
Section 7.2 Notice of Proposed Plan 2
Section 7.3 Notice of Approval or Disapproval 2
Section 7.4 Amendments 2
Section 7.5 Cessation of Operations Under Plan 2

ARTICLE 8—DRILLING OF DEVELOPMENT WELLS

Section 8.1 Purpose and Procedure 3
Section 8.2 Notice of Proposed Drilling 3
Section 8.3 Response to Notice 3
Section 8.4 Notice of Election to Drill 3
Section 8.5 Effect of Election to Drill 3
Section 8.6 Withdrawal Election 3
Section 8.7 Rights and Obligation of Drilling Party and Non-Drilling Party 3

ARTICLE 9—EXPLORATORY WELLS

Section 9.1 Procedure for Drilling 3

ARTICLE 10—REQUIRED WELLS

Section 10.1 Definitions 3
Section 10.2 Election to Drill 3
Section 10.3 Alternatives to Drilling 3
A. Compensatory Royalties 3
B. Contraction 3
C. Termination 3
Section 10.4 Required Drilling 3
A. Development Well 3
B. Exploratory Well 3

ARTICLE 11—ATTEMPTED COMPLETION, DEEPENING, PLUGGING BACK AND ABANDONMENT

Section 11.1 Procedure 3

Distributed by
Rocky Mountain Mineral Law Foundation
Fleming Law Bldg.
Boulder, Colorado

ARTICLE 12—RIGHTS AND OBLIGATIONS OF DRILLING PARTY AND NON-DRILLING PARTY

Section 12.1 Scope of Article 3
Section 12.2 Relinquishment of Interest by Non-Drilling Party 3
Section 12.3 Reversion of Relinquished Interest 4
Section 12.4 Effect of Reversion 4
Section 12.5 Rights and Obligations of Drilling Party 4

ARTICLE 13—ADJUSTMENT ON ESTABLISHMENT OR CHANGE OF PARTICIPATING AREA

Section 13.1 When Adjustment Made 4
Section 13.2 Definitions 4
A. Useable Well 4
B. Intangible Value 4
C. Tangible Property 4
D. Value 4
Section 13.3 Method of Adjustment on Establishment or Enlargement 4
Section 13.4 Method of Adjustment on Contraction 4
Section 13.5 Ownership of Wells and Tangible Property 5
Section 13.6 Relinquished Interests of Non-Drilling Parties 5

ARTICLE 14—SUPERVISION OF OPERATIONS BY PARTIES

Section 14.1 Right of Supervision 5
Section 14.2 Voting Control 5
Section 14.3 Meetings 5
Section 14.4 Action Without Meeting 5
Section 14.5 Representatives 6
Section 14.6 Audits 6
Section 14.7 Extraneous Projects 6

ARTICLE 15—UNIT OPERATOR'S POWERS AND RIGHTS

Section 15.1 In General 6
Section 15.2 Employees 6
Section 15.3 Non-Liability 6
Section 15.4 Force Majeure 6
Section 15.5 Lien 6
Section 15.6 Advances 6
Section 15.7 Use of Unit Operator's Drilling Equipment 6
Section 15.8 Rights as Party 6

ARTICLE 16—UNIT OPERATOR'S DUTIES

Section 16.1 Specific Duties 6
A. Drilling of Wells 6
B. Compliance with Laws and Agreements 6
C. Consultation with Parties 6
D. Payment of Costs 6
E. Records 6
F. Information 6
G. Access to Unit Area 6
Section 16.2 Insurance 7
A. Unit Operator's 7
B. Contractor's 7
C. Automotive Equipment 7
Section 16.3 Non-Discrimination 7
Section 16.4 Drilling Contracts 7
Section 16.5 Uninsured Losses 7

ARTICLE 17—LIMITATIONS ON UNIT OPERATOR

Section 17.1 Specific Limitations 7
A. Change in Operations 7
B. Limit on Expenditures 7
C. Partial Relinquishment 7
D. Settlement of Claims 7
E. Determinations 7

ARTICLE 18—TITLES

Section 18.1 Representations of Ownership 7
Section 18.2 Title Papers to be Furnished 7
A. Lease Papers 7
B. Title Papers for Initial Test Well 7
C. Title Papers for Each Unit Well 7
D. Title Papers for Lands Added to Participating Area 7
Section 18.3 Title Examination 8
Section 18.4 Option for Additional Title Examination 8
Section 18.5 Approval of Titles Prior to Drilling 8
Section 18.6 Approval of Titles Prior to Inclusion of Land in a Participating Area 8
Section 18.7 Failure of Title to Committed Working Interest Before Approval 8
Section 18.8 Failure of Title to Committed Working Interest After Approval 8
Section 18.9 Joinder by True Owner 8A

ARTICLE 19—UNLEASED INTERESTS

Section 19.1 Treated as Leased 8A
~~Section 19.2 Execution of Lease~~ ..... ~~8A~~

ARTICLE 20—RENTALS AND LEASE BURDENS

Section 20.1 Rentals 9
Section 20.2 Lease Burdens 9
Section 20.3 Loss of Committed Working Interest 9

ARTICLE 21—TAXES

Section 21.1 Payment 9
Section 21.2 Apportionment 9
Section 21.3 Transfer of Interests 9
Section 21.4 Notices and Returns 9

ARTICLE 22—WITHDRAWAL OF TRACTS AND UNCOMMITTED INTERESTS

Section 22.1 ~~Limitation on Right of~~ Withdrawal 9
~~Section 22.2 The Effect of Non-Voting and at Direction of Parties ..... 9~~
Section 22.3 Voluntary Non-Withdrawal 9

ARTICLE 23—COMPENSATORY ROYALTIES

Section 23.1 Notice 9
Section 23.2 Demand for Failure to Drill a Development Well 9
Section 23.3 Demand for Failure to Drill a Well Other than a Development Well 9

ARTICLE 24—SEPARATE MEASUREMENT AND ~~Re~~ VALVES

Section 24.1 [illegible] 9
Section 24.2 Tests and Metering 9

ARTICLE 25—SECONDARY RECOVERY AND PRESSURE MAINTENANCE

Section 25.1 Consent Required 10
Section 25.2 Above Ground Facilities 10

ARTICLE 26—TRANSFERS OF INTEREST

Section 26.1 Restriction on Zone Transfers 10
Section 26.2 Sale by Unit Operator 10
Section 26.3 Assumption of Obligations 10
Section 26.4 Effective Date 10

ARTICLE 27—RELEASE FROM OBLIGATIONS AND SURRENDER

Section 27.1 Surrender or Release Within Participating Area 10
Section 27.2 Procedure on Surrender Outside Participating Area 10
Section 27.3 Accrued Obligations 10

ARTICLE 28—SEVERAL, NOT JOINT LIABILITY

Section 28.1 Liability 10
Section 28.2 No Partnership Created 10
Section 28.3 Election 10

ARTICLE 29—NOTICES

Section 29.1 Giving and Receipt 10
Section 29.2 Proper Addresses 11

ARTICLE 30—EXECUTED IN COUNTERPARTS AND RATIFICATION

Section 30.1 Counterparts 11
Section 30.2 Ratification 11

ARTICLE 31—SUCCESSORS AND ASSIGNS

Section 31.1 Covenants 11

ARTICLE 32—HEADINGS FOR CONVENIENCE

Section 32.1 Headings 11

ARTICLE 33—RIGHT OF APPEAL

Section 33.1 Not Waived 11

ARTICLE 34—SUBSEQUENT JOINDER

Section 34.1 Prior to the Commencement of Operations 11
Section 34.2 After Commencement of Operations 11

ARTICLE 35—CARRIED INTERESTS

Section 35.1 Treatment of 11

ARTICLE 36—EFFECTIVE DATE AND TERM

Section 36.1 Effective Date 11
Section 36.2 Term 11
Section 36.3 Effect of Termination 11
Section 36.4 Effect of Signature 11

ARTICLE 37—OTHER PROVISIONS

..... 12

~~SUBJECT TO ARTICLES~~

~~Article 4—Drilling of Development Wells~~
~~Article 10—Liens~~

EXHIBITS

~~Exhibit 1—Description of Unitized Formations and Subject Leases (~~
Exhibit 2—Accounting Procedure (referred to in Sections 1.4, 1.33 and 10.2~~)~~
Exhibit 3—Initial Test Well (referred to in Sections 1.13, 2.2, 3.1, 3.2 and 16.2B).
Exhibit 4—Part 1—Drilling of Exploratory Wells (~~referred to in Sections 9.2, 11.3, 11.4 and 13.2~~). Part 2—Attempted Completion, Deepening, Plugging Back and Abandonment (referred to in Section 11.1).
Exhibit 5—Insurance (referred to in Sections 16.2A and 16.2C).
~~Exhibit 6—Oil and Gas Leases (referred to in Sections 10.1 and 10.3).~~
Exhibit 7 - Executive Orders (referred to in Section 16.3)

UNIT OPERATING AGREEMENT

COUNTY LINE UNIT AREA

STATE OF WYOMING

COUNTY OF SWEETWATER AND SUBLETTE

THIS AGREEMENT made as of the 3rd day of February, 19 75, by and among the parties who execute or ratify this agreement or a counterpart hereof,

WITNESSETH:

WHEREAS, the Parties have entered into that certain UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE COUNTY LINE UNIT AREA, County of Sweetwater & Sublette, State of Wyoming, dated as of the 3rd day of February, 19 75, and hereinafter referred to as the "Unit Agreement", covering the lands described in Exhibit ~~A~~ "B" attached thereto, which lands are referred to in the Unit Agreement and in this agreement as the "Unit Area";

WHEREAS, the Parties enter into this agreement pursuant to Section 7 of the Unit Agreement,

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE 1

DEFINITIONS

1.1 Unit Agreement Definitions. The definitions contained in the Unit Agreement are adopted for all purposes of this agreement. In addition, each term listed below shall have the meaning stated therefor, whenever used in this agreement.

1.2 "Unit Operator" means DAVIS OIL COMPANY, a Partnership and its successors, as the Unit Operator designated in accordance with the Unit Agreement, acting in that capacity and not as an owner of Working Interest.

1.3 "Party" means a party to this agreement, including the Party acting as Unit Operator when acting as an owner of Working Interest.

1.4 "Costs" means all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement or the Unit Agreement and all other expenses that are herein made chargeable as Costs, determined in accordance with the accounting procedure set forth in Exhibit 2 attached hereto, which shall govern in all matters covered thereby, except that in event of inconsistency between said accounting procedure and this agreement, this agreement shall control.

1.5 "Committed Working Interest" means a Working Interest which is shown on Exhibit B to the Unit Agreement as owned by a Party and which is committed to the Unit Agreement. Whenever reference is made to a Party "in" or "within" the Unit Area, a participating area, or other area designated pursuant to this agreement, such reference shall mean a Party owning a Committed Working Interest in lands within such area.

1.6 "Acreage Basis", when used to describe the basis of participation by the Parties within the Unit Area, a participating area, or other area designated pursuant to this agreement in voting, Costs, or Production, means participation by each such Party in the proportion that the acreage of its Committed Working Interests in such area bears to the total acreage of the Committed Working Interests of all such Parties therein. For the purposes of this definition, (a) the acreage of the working interest in a tract within the Unit Area shall be the acreage of such tract as set forth in Exhibit B to the Unit Agreement, and (b) if there are two or more undivided working interests in a tract, there shall be apportioned to each such working interest that proportion of the acreage of the tract that such working interest bears to the entire working interest in the tract.

1.7 "Production" means all Unitized Substances produced and saved from the Unit Area except so much thereof as is used in the conduct of operations under the Unit Agreement and this agreement.

1.8 "Lease Burdens" means the royalty reserved to the lessor in an oil and gas lease, an overriding royalty, a production payment and any similar burden, but does not include a carried working interest, a net profits interest or any other interest which is payable out of profits.

1.9 "Drilling Party" means the Party or Parties obligated to bear the Costs incurred in Drilling, Deepening or Plugging Back a well in accordance with this agreement at the commencement of such operation.

1.10 "Non-Drilling Party" means a Party who has had the optional right to participate in the Drilling, Deepening or Plugging Back of a well and who has elected not to participate therein.

1.11 "Drill" means to perform all operations reasonably necessary and incident to the Drilling of a well, including preparation of roads and drill site, testing, and, if productive of Unitized Substances, completing and equipping for production, including flow lines, treaters, separators and tankage, or plugging and abandoning, if dry.

1.12 "Deepen or Plug Back" means to perform all operations reasonably necessary and incident to Deepening or Plugging Back a well, testing, and, if productive of Unitized Substances, completing or recompleting and equipping for production, including flow lines, treaters, separators and tankage, or plugging and abandoning, if dry.

1.13 "Initial Test Well" means a test well specifically provided for in Section 9 of the Unit Agreement and described in Exhibit 3 attached hereto.

1.14 "Subsequent Test Well" means a test well Drilled after the Drilling of the Initial Test Well or Wells, and before discovery of Unitized Substances in paying quantities in the Unit Area.

1.15 "Development Well" means a well Drilled within a participating area and projected to the pool or zone for which the participating area was established.

1.16 "Exploratory Well" means a well other than a Development Well Drilled after discovery of Unitized Substances in paying quantities in the Unit Area.

1.17 "Approval of the Parties" or "Election of the Parties" means an approval, authorization or election which receives the affirmative vote specified in Section 14.3 of the Parties entitled to vote on the taking of such approval or Direction.

1.18 "Salvage Value" of a well means the value of the materials and equipment in or appurtenant to the well determined in accordance with Exhibit 2, less the reasonably estimated Costs of salvaging the same and plugging the well.

1.19 Each Party is herein referred to by the neuter pronoun "it".

ARTICLE 2

NO LIABILITY FOR DRILLING, DEEPENING OR PLUGGING BACK WELLS WITHOUT CONSENT

2.1 No Liability Without Consent. No party shall be liable without its consent for any portion of the Costs of Drilling, Deepening or Plugging Back a well except as provided in Section 10.4 with respect to Required Wells, and except as provided in Article 13 dealing with Investment Adjustment. Nothing herein shall be construed to relieve a Party of any obligation assumed by it pursuant to Exhibit 3 to participate in the Costs of the Initial Test Well.

ARTICLE 3

INITIAL TEST WELL

3.1 Location. Unit Operator shall begin to Drill the Initial Test Well within the time required by Section 9 of the Unit Agreement or any extension thereof at the location specified in Exhibit 3 attached hereto.

3.2 Costs of Drilling. Subject to the Investment Adjustment provisions of Article 13 the Costs of Drilling the Initial Test Well shall be shared by the Parties in the manner and in the proportions specified in said Exhibit 3.

* For the purpose of Section 12.3B hereof and Section 7.B of Exhibit 4, such terms do not include equipment or equipping beyond the wellhead connections (e.g. flow lines, treaters, separations, tankage) and the same shall be considered included as part of the operating under Section 12 hereof and 7.A of Exhibit

ARTICLE 4
SUBSEQUENT TEST WELLS

4.1 **Right to Drill.** The Drilling of any Subsequent Test Well shall be on such terms and conditions as the P[arties] shall agree; provided, however, that in the absence of agreement, such wells may be Drilled under the provisions of Article 6 dealing with Exploratory Wells.

ARTICLE 5
ESTABLISHMENT, REVISION AND CONSOLIDATION OF PARTICIPATING AREAS

5.1 **Proposal.** Unit Operator shall initiate each proposal for the establishment or revision of a participating area by submitting the proposal in writing to each Party at least 20 days before filing the same with the Supervisor. The date of proposed filing must be shown on the proposal. If the proposal receives the Approval of the Parties within the proposed participating area, then such proposal shall be filed on the date specified in the notice.

5.2 **Objections to Proposal.** Prior to the proposed filing date any Party may submit to all other Parties written objections to such proposal. If, despite such objections, the proposal receives the Approval of the Parties within the proposed participating area, then the Party making the objections may renew the same before the Director.

5.3 **Revised Proposal.** If the proposal does not receive the Approval of the Parties within the proposed participating area, then Unit Operator shall submit a revised proposal taking into account the objections made to the first proposal. If no proposal receives the Approval of the Parties within [illegible] days from the submission of the first proposal, then Unit Operator shall file with the Director a [illegible] as ready to consider the matter. Objections to the revised proposal may be filed by the Parties.

5.4 **Rejection by Director.** If a proposal filed by Unit Operator, as above provided, is rejected by the Director, Unit Operator shall initiate a new proposal in the same manner as provided in Section 5.1, and the procedure with respect thereto shall be the same as in the case of an initial proposal.

5.5 **Consolidation.** Two or more participating areas may be combined as provided in the Unit Agreement.

*Supervisor

ARTICLE 6
APPORTIONMENT OF COSTS AND OWNERSHIP AND DISPOSITION OF PRODUCTION AND PROPERTY

6.1 **Apportionment and Ownership Within Participating Area.** Except as otherwise provided in Article 6 dealing with Development Wells, Part 1 of Exhibit 4 dealing with Exploratory Wells, and Part 2 of Exhibit 4 dealing with Attempted Completion, Deepening and Plugging Back:

A. **Costs.** All Costs incurred in the development and operation of a participating area for or in connection with production of Unitized Substances from any pool or zone for which such participating area is established shall be borne by the Parties within such participating area on an Acreage Basis determined as of the time such Costs are incurred.

B. **Production.** All Production from a participating area shall be allocated ~~in accordance with the Unit Agreement~~ on an acreage basis to the tracts of land within such participating area. That portion of such Production which is allocated to any such tract shall be owned by the Party or Parties having Committed Working Interest or Interests therein in the same manner and subject to the same conditions as if actually produced from such tract through a well thereon, and as if this agreement and the Unit Agreement had not been executed.

C. **Property.** All materials, equipment and other property, whether real or personal, the cost of which is chargeable as Costs and which have been acquired in connection with the development or operation of a participating area shall be owned by the Parties within such participating area on an Acreage Basis.

6.2 **Ownership and Costs Outside Participating Area.** If a well completed as a producer is not included within a participating area, such well, the Production therefrom, and the materials and equipment therein or appurtenant thereto shall be owned by the Party or Parties who constituted the Drilling Party for such well, and all Costs incurred in the operation of the well shall be charged to and borne by such Party or Parties, and all Lease Burdens payable in respect of Production from the well shall be borne and paid by such Party or Parties. If the Drilling Party comprises two or more Parties, apportionment among them of ownership, Costs and Lease Burdens shall be in the same proportions that they bore the Costs incurred in Drilling the well.

6.3 **Taking in Kind.** Each Party shall currently as produced take in kind or separately dispose of its share of Production and pay Unit Operator for any extra expenditure necessitated thereby. Except as otherwise provided in Section 15.5 dealing with Liens, each Party shall be entitled to receive directly payment for its proportionate share of the proceeds from the sale of its share of Production, and on all purchases or sales each Party shall execute any division order or contract of sale pertaining to its interest.

6.4 **Failure to Take in Kind.** ~~If any Party fails to take or dispose of its share, Unit Operator shall have the right for the time being and subject to revocation at will by the Party owning same to purchase for its own account or sell to others such share at not less than the market price prevailing in the area and not less than the price Unit Operator receives for its share of Production, subject to the right of such Party to exercise at any time its right to take in kind or separately dispose of its own share of Production not previously taken by Unit Operator or delivered to others pursuant to this Section 6.4.~~ Refer to Section 37.1

6.5 **Surplus Materials and Equipment.** Materials and equipment acquired by the Parties, or any of them pursuant to this agreement, may be classified as surplus by Unit Operator when deemed by it to be no longer needed in operations hereunder, by giving to each Party owning an interest therein written notice thereof. Such surplus materials and equipment shall be disposed of as follows:

A. Each Party owning an interest therein shall have the right to take in kind its share of surplus tubular goods and other surplus items which are susceptible of division in kind, by written notice given to Unit Operator within thirty (30) days after classification thereof as surplus, except that such right shall not apply to junk or to any item (~~other than tubular goods~~) having a replacement cost less than one thousand dollars ($1,000).

B. Surplus materials and equipment not divided in kind (other than junk and any item ~~other than tubular goods~~ having a replacement cost of less than one thousand dollars ($1,000)) shall be ~~offered to the Parties owning interests therein and~~ sold to the highest bidder or bidders.

C. Surplus materials and equipment not disposed of in accordance with the preceding provisions of this section shall be disposed of by Unit Operator for the best prices obtainable.

ARTICLE 7
PLANS OF DEVELOPMENT

7.1 **Wells and Projects Included.** Each plan for the development and operation of the Unit Area which is submitted by Unit Operator to the Supervisor in accordance with the Unit Agreement shall make provision only for such Drilling, Deepening and Plugging Back operations and such other projects as Unit Operator has been authorized to conduct by the Parties chargeable with the Costs incurred therein.

7.2 **Notice of Proposed Plan.** At least ten (10) days before submitting any such proposed plan to the Supervisor, Unit Operator shall give each Party written notice thereof, together with a copy of the proposed plan.

7.3 **Notice of Approval or Disapproval.** If and when a proposed plan has been approved or disapproved by the Supervisor, Unit Operator shall give prompt written notice thereof to each Party. In the case of disapproval, Unit Operator shall [illegible] the reasons therefor.

7.4 **Amendments.** If any Party or Parties shall have elected to proceed with Drilling, Deepening or Plugging Back operations in accordance with the provisions of this agreement, and such operation is not provided for in the plan of development as approved by the Supervisor, Unit Operator shall either (a) request the Supervisor to approve an amendment to such plan which will provide for the conduct of such operation, or (b) request the Supervisor to consent to such operation, if his consent is sufficient.

7.5 **Cessation of Operations Under Plan.** If any such plan as approved by the Supervisor provides for the cessation of any Drilling or other operations therein provided for on the happening of a contingency and if such contingency occurs, Unit Operator shall promptly cease such Drilling or other operations and shall not incur any additional Costs in connection therewith unless and until such Drilling or other operations are again authorized in accordance with this agreement by the Parties chargeable with such Costs.

ARTICLE 8
DRILLING OF DEVELOPMENT WELLS

8.1 Purpose and Procedure. It is the purpose of this Article to set forth the procedure for Drilling a Development Well after the completion of the drilling and testing of the Initial Well and the participation therein by all Parties. The Drilling of the Initial Well pursuant to the provisions hereof shall, however, be subject to such Drilling regulations as the approval of the Parties and the Drilling of the proposed test is necessary to prevent the loss of Committed Working Interest in the tract on which the proposed well is to be Drilled. Vote by any Party in favor of Approval of the Drilling of any such well shall not, however, be deemed an election by such Party to participate in the Drilling thereof, but shall mean only that such Party considers the Drilling of the well consistent with the ordinary development of the participating area involved and has no objection to the Drilling thereof.

8.2 Notice of Proposed Drilling. Subject to the provisions of Section 8.1, any Party within a participating area may propose the Drilling of a Development Well therein by notice to each of the other Parties within the participating area written notice specifying the location, depth and estimated cost of the proposed well, which location shall conform to any applicable spacing pattern theretofore adopted or then being followed, or an authorized exception thereto.

8.3 Response to Notice. Within thirty (30) days after receipt of such notice, each Party within such participating area shall advise all other Parties thereto, in writing, whether or not it wishes to participate in Drilling the proposed well. If all the Parties within such participating area so advise that they wish to participate therein, the proposed well shall be Drilled by Unit Operator for the account of all the Parties within the participating area. If any Party fails to respond to such notice within said thirty (30) day period, it shall be deemed to have elected not to participate in Drilling the proposed well.

8.4 Notice of Election to Drill. Unless all Parties within the participating area agree to participate in response to said notice, then within fifteen (15) days after expiration of said period of thirty (30) days, each Party within the participating area who then desires to have the proposed well Drilled shall give to all other Parties within the participating area written notice of election to proceed with the Drilling of said well. Failure to give such notice shall be deemed an election not to participate in Drilling said well.

8.5 Effect of Election to Drill. If one or more, but not all of the Parties within the participating area so elect to proceed, Unit Operator shall Drill the well for the account of such Party or Parties, who shall constitute the Drilling Party.

8.6 Subsequent Election. If election to Drill the proposed well is made, any Party within the participating area who has not previously elected to participate therein may do so by written notice given to all other Parties within the participating area at any time before operations for Drilling the well are commenced, in which event such Party shall be included in the Drilling Party. However, such Party shall be bound by any and all Directions and Approvals theretofore given by the Drilling Party concerning the Drilling of the well.

8.7 Rights and Obligations of Drilling Party and Non-Drilling Parties. Whenever a Development Well is Drilled otherwise than for the account of all Parties within the participating area involved, the provisions of Article 12 dealing with Rights and Obligations of Drilling Party and Non-Drilling Parties shall be applicable.

ARTICLE 9
EXPLORATORY WELLS

9.1 Procedure for Drilling. The Drilling of Exploratory Wells shall be governed by the provisions of Part 1 of Exhibit 4 hereto attached and made a part hereof.

ARTICLE 10
REQUIRED WELLS

10.1 Definition. For the purpose of this Article a well shall be deemed a required well if the Drilling thereof is required by the final order of an authorized representative of the Department of Interior. Such an order shall be deemed final upon expiration of the time allowed for appeal therefrom without the commencement of appropriate appeal proceedings or, if such proceedings are commenced within said time, upon the final disposition of the appeal. Whenever Unit Operator receives any such order, it shall promptly mail a copy thereof to each of the other Parties; if any such order is appealed, the Party appealing shall give prompt written notice thereof to each of the other Parties, and upon final disposition of the appeal, Unit Operator shall give each of the other Parties prompt written notice of the result thereof.

10.2 Election to Drill. Any Party desiring to Drill, or participate in the Drilling of, a required well shall give to Unit Operator written notice thereof within thirty (30) days after the order requiring such well becomes final or within such lesser time as may be required by such order. If such notice is given within said period, Unit Operator shall Drill the required well for the account of the Party or Parties giving such notice, who shall bear all Costs incurred therein, provided, however, that if the Required Well is a Development Well it shall not be drilled unless it receives the Approval of the Parties. The rights and obligations of such Party or Parties with respect to the ownership of such well, the operating rights therein, the Production therefrom and the bearing of Costs incurred therein shall be the same as if the well had been Drilled for the account of such Party or Parties under Article 8 dealing with Development Wells, if the same is a Development Well, or Article 9 dealing with Exploratory Wells, if the same is an Exploratory Well or a Subsequent Test Well.

10.3 Alternatives to Drilling. If no Party elects to Drill a required well within the period allowed for such election, and if any of the following alternatives is available, the first such alternative which is available shall be followed:

A. Compensatory Royalties. If compensatory royalties may be paid in lieu of Drilling the well and if payment thereof receives, within said period, the Approval of the Parties who would be chargeable with the Costs incurred in Drilling the well, if the well were Drilled as provided in Section 10.4, Unit Operator shall pay such compensatory royalties for the account of said Parties; or

B. Contraction. If the Drilling of the well may be avoided, without other penalty, by contraction of the Unit Area, Unit Operator shall make reasonable effort to effect such contraction with the approval of the Director; or

C. Termination. If the required well is a Subsequent Test Well, the Parties shall join in termination of the Unit Agreement in accordance with its provisions.

10.4 Required Drilling. If none of the foregoing alternatives is available, Unit Operator shall Drill the required well under whichever of the following provisions is applicable:

A. Development Well. If the required well is a Development Well, it shall be Drilled by Unit Operator for the account of all Parties within the participating area for which the well is Drilled; or

B. Exploratory Well. If the required well is an Exploratory Well, it shall be Drilled by Unit Operator for the account of the Party or Parties who would be obligated to bear the Costs thereof in accordance with Part 1 of Exhibit 4.

ARTICLE 11
ATTEMPTED COMPLETION, DEEPENING, PLUGGING BACK AND ABANDONMENT

11.1 Procedure. The attempted completion, Deepening, or Plugging Back of any well not completed as a producer, the abandonment of a producing well and the Deepening or Plugging Back of any well abandoned in the stratum in which it was completed as a producer, shall be governed by the provisions of Part 2 of Exhibit 4 hereto attached and made a part hereof.

ARTICLE 12
RIGHTS AND OBLIGATIONS OF DRILLING PARTY AND NON-DRILLING PARTY

12.1 Scope of Article. Subject to such contrary or inconsistent provisions, if any, as are contained in Exhibit 4, the rights and obligations of the Drilling Party and the Non-Drilling Party in respect of a well which is Drilled, Deepened, Plugged Back or completed otherwise than for the account of all Parties entitled to participate therein, shall be governed by the succeeding provisions of this article.

12.2 Relinquishment of Interest by Non-Drilling Party. When a well is Drilled, Deepened, Plugged Back or completed otherwise than for the account of all Parties entitled to participate therein, each Non-Drilling Party shall be deemed to have relinquished to the Drilling Party all of its operating rights and working interest in and to such well. In the case of a Deepening or Plugging Back, if a Non-Drilling Party owned an interest in the well immediately prior to the Deepening or Plugging Back, the Drilling Party shall pay to such Non-Drilling Party its share of the Salvage Value of the well, such payment to be made at the time the well is taken over by the Drilling Party for Deepening or Plugging Back.

12.8 Reversion of Relinquished Interest. If the well is completed as a producer of Unitized Substances, and if the well is a Development Well, or results in the establishment or enlargement of a participating area to include such well, then the operating rights and working interest relinquished by a Non-Drilling Party shall revert to it at such time as the proceeds or market value of that portion of the Production obtained from the well after such relinquishment which is allocated to the acreage of such Non-Drilling Party in the participating area involved (after deducting from such proceeds or market value all Lease Burdens and all taxes upon or measured by Production that are payable up to such time on said portion of the Production from such well) shall equal the total of the following:

A. 100% of that portion of the Costs incurred in operating the well after such relinquishment, and up to such time, that would have been charged to such Non-Drilling Party if the well had been Drilled, Deepened, Plugged Back or completed for the account of all Parties entitled to participate therein.

B. ...200.....% of that portion of the Costs incurred in Drilling, Deepening, Plugging Back or completing the well that would have been charged to such Non-Drilling Party if the well had been Drilled, Deepened, Plugged Back or completed for the account of all Parties entitled to participate therein.

However, if a Deepening or Plugging Back is involved (1) any payment made to such Non-Drilling Party as its share of the Salvage Value of the well in accordance with Section 12.2 shall be added to that deemed part of the Costs incurred in operating the well, for the purposes of Subdivision A above, and (2) if such Non-Drilling Party did not participate in the initial Drilling of the well, but the Drilling Party did participate therein, and if the interest relinquished by such Non-Drilling Party upon the initial Drilling of the well had not reverted prior to such Deepening or Plugging Back [illegible] for the purposes of Subdivision B of A, there shall be added to that portion of the Costs [illegible] that portion of the Costs incurred in the initial Drilling of the well [illegible].

In the event of any reversion to a Non-Drilling Party of its relinquished interest in a well, such Non-Drilling Party shall share, on an Acreage Basis in the ownership of the well, the operating rights and working interest therein, the materials and equipment in or pertaining to the well, the Production therefrom and the Costs of operating the well.

12.5 Rights and Obligations of Drilling Party. The Drilling Party for whom a well is Drilled, Deepened, Plugged Back or completed shall pay and bear all Costs incurred therein, and shall own the well, the materials and equipment in the well or pertaining thereto, and the production therefrom, subject to reversion to each Non-Drilling Party of its relinquished interest in the well. If the well is a Development Well, or results in the establishment or enlargement of a participating area to include the well, then, until reversion to a Non-Drilling Party of its relinquished interest, the Drilling Party shall pay and bear (a) that portion of the costs incurred in operating the well that otherwise would be chargeable to such Non-Drilling Party, and (b) all Lease Burdens that are payable in respect of that portion of the Production from such well which is allocated to the acreage of such Non-Drilling Party. If the Drilling Party includes two (2) or more Parties, the burdens imposed upon and the benefits accruing to the Drilling Party shall be shared by such Parties on an Acreage Basis among themselves.

ARTICLE 13

ADJUSTMENT ON ESTABLISHMENT OR CHANGE OF PARTICIPATING AREA

13.1 When Adjustment Made. Whenever, in accordance with the Unit Agreement, a participating area is established or revised by contraction or enlargement, and whenever two or more participating areas are combined (the participating area resulting from such establishment, revision or combination being hereinafter referred to as a "resulting area") an adjustment shall be made in accordance with the succeeding provisions of this Article 13, as of the date on which the establishment, revision or combination that creates such resulting area becomes effective, such date being hereinafter referred to as the "effective date" of such resulting area.

13.2 Definitions. As used in this Article 13:

A. "Useable well" within a resulting area means a well which is either (1) completed in and capable of producing unitized substances from a pool or zone for which such resulting area is created, or (2) used as a disposal well, injection well or otherwise, in connection with the production of Unitized Substances from such resulting area.

B. "Intangible value" of a useable well within a resulting area means the amount of Costs incurred in Drilling such well, or Deepening it, down to the deepest pool or zone for which such resulting area is created, and which contribute to the Production of Unitized Substances therefrom and which are properly classified as intangible costs in conformity with accounting practices generally accepted in the industry, reduced at the following rates for each month during any part of which such well has been operated prior to the effective date of such resulting area:

(1) ....One-half.....per cent (...0.50.....%) per month for a cumulative total of .....60.....months, and

(2) ....None.....per cent (....00.....%) per month for each month in excess of said cumulative total.

C. "Tangible property" serving a resulting area means any kind of tangible property (whether or not in or pertaining to a well) which has been acquired for use in or in connection with the Production of Unitized Substances from such resulting area or any portion thereof, and the cost of which has been charged as Costs pursuant to this agreement.

D. "Value" of tangible property means the amount of Costs incurred therefor, including Costs incurred in the construction or installation thereof (excepting installation costs properly classified as part of the intangible costs incurred in connection with a well) reduced, in the case of tangible property which is generally regarded as depreciable, at such reasonable rates of depreciation as receive the Approval of the Parties within such resulting area, for the period of time between the acquisition date thereof and the effective date of such resulting area.

13.3 Method of Adjustment on Establishment or Enlargement. As promptly as reasonably possible after the effective date of a resulting area created by establishment or enlargement of a participating area, and as of such effective date an adjustment shall be made in accordance with the following provisions except to the extent otherwise specified in Section 13.8.

A. The intangible value of each useable well within such resulting area on the effective date thereof shall be credited to the Party or Parties who own such well immediately prior to such effective date, in proportion to their respective interests in such well immediately prior to such effective date. The total amount so credited as the intangible value of useable wells shall be charged to all parties within the resulting area on an Acreage Basis.

B. The value of each item of tangible property serving the resulting area on the effective date thereof shall be credited to the Party or Parties who own such item immediately prior to such effective date, in proportion to their respective interests in such item immediately prior to such effective date. The total amount so credited as the value of tangible property shall be charged to all Parties within the resulting area on an Acreage Basis.

C. If a resulting area, on the effective date thereof, is served by any tangible property or useable well, which also serves another participating area or other participating areas, the value of such tangible property and useable well (including intangible value thereof) shall be determined in accordance with Subdivision D of Section 13.2, and such value may be fairly apportioned between such resulting area and such other participating area or areas, provided that such apportionment received Approval of the Parties in each participating area concerned. That portion of the value of each tangible property and useable well (including intangible value thereof) which is so apportioned to the resulting area shall be included in the adjustment made as of the effective date of such resulting area in the same manner as the value of tangible property serving only the resulting area.

D. The credits and charges above provided for shall be made by Unit Operator, in such manner that an adjustment shall be made for the intangible value of useable wells separate and apart from an adjustment for the value of tangible property. On each such adjustment, each Party who is charged an amount in excess of the amount credited to it, shall pay to Unit Operator the amount of such excess, which shall be promptly [illegible] Operator for all accounts of this character, and such excess when received by Unit Operator, shall be distributed or credited to the Parties who, in such adjustment, are credited with amounts in excess of the amounts charged to them respectively.

13.4 Method of Adjustment on Contraction. As promptly as reasonably possible after the effective date of any contraction of a participating area an adjustment shall be made with each Party owning a Committed Working Interest in land excluded from the participating area by such contraction (such Committed Working Interest being hereinafter in this section referred to as "excluded interest") in accordance with the following provisions:

A. An adjustment for intangibles shall be made in accordance with Subdivision B hereof and a separate adjustment for tangibles shall be made in accordance with Subdivision C hereof.

B. Such party shall be credited with the sum of (1) the total amount theretofore charged against such Party in respect of its excluded interest in [illegible] which is accountable pursuant to the accounting procedure set forth in Exhibit 2 as intangible Costs incurred in the development and operation of the participating area prior to the effective date of such contraction, plus (2) the total amount charged against such Party in respect of such excluded interest as intangible value of usable wells in any previous adjustment or adjustments made upon the establishment or revision of such participating area. Such [illegible] shall not exceed (1) the lowest value of that portion of the [illegible] in such participating area which, prior to the effective date of such contraction, is ascribed to such Party in respect of its excluded interest as intangible value of usable wells, plus (2) the total amount credited to such Party in respect of such excluded interest as intangible value of usable wells, in any previous adjustment or adjustments made upon the establishment or revision of such participating area. Any difference between the amount of the credit and the amount of said charge shall be adjusted as hereinafter provided.

C. Such Party shall be credited with the sum of (1) the total amount theretofore charged against such Party in respect of its excluded interest in [illegible] which is accountable pursuant to the accounting procedure set forth in Exhibit 2 as Costs other than intangible Costs incurred in the development and operation of the participating area prior to the effective date of such contraction, plus (2) the total amount charged against such Party in respect of its excluded interest as value of tangible property in any previous adjustment or adjustments made upon the establishment or revision of such participating area, plus (3) the excess, if any, of the credit provided for in Subdivision B of this Section over the charge provided for in said Subdivision B. Such Party shall be charged with the sum of (1) the excess, if any, of the charge provided for said Subdivision B, over the credit therein provided for, plus (2) the total amount credited to such Party in respect of its excluded interest as value of tangible property in any previous adjustment or adjustments made upon the establishment or revision of such participating area.

D. If the charge provided for in Subdivision C of this Section is equal to or greater than the credit therein provided for, no adjustment shall be made with such Party. However, if the credit provided for in said Subdivision C is in excess of the charge therein provided for, such excess shall be charged on an Acreage Basis against the Parties who remain in the participating area after such contraction, and shall be paid by said Parties to Unit Operator upon receipt of invoices therefor. Such payments, when received by Unit Operator, shall be paid by it to the Party owning such excluded interest.

13.5 Ownership of Wells and Tangible Property. From and after the effective date of a resulting area, all useable wells within such resulting area and all tangible property serving such resulting area shall be owned by the Parties within such area on an Acreage Basis, except that (a) in the case of tangible property serving a participating area or participating areas in addition to the resulting area, only that undivided interest therein which is proportionate to that portion of the value thereof which is included in the adjustment above provided for shall be owned by the parties within the resulting area on an Acreage Basis, and (b) if a Party within the resulting area was a Non-Drilling Party for a well which is a useable well within such resulting area on the effective date thereof, and if the relinquished interest of such Non-Drilling Party in such well has not reverted to it prior to such effective date, the Drilling Party for such well shall own the interest therein that would otherwise be owned by such Non-Drilling Party, until reversion to such Non-Drilling Party of its relinquished interest in such well.

13.6 Relinquished Interests of Non-Drilling Parties. If the interest relinquished by a Non-Drilling Party in a well which is a useable well within a resulting area on the effective date thereof has not reverted to it prior to such effective date then insofar, and only insofar, as relates to such well, the adjustments provided for in Section 13.3 shall be subject to the following provisions, wherein the sum of the intangible value of such well, plus the value of the tangible property in or pertaining thereto, is referred to as the "value" of such well:

A. The Drilling Party for such well shall be charged with that part of the value of the well that would otherwise be chargeable to such Non-Drilling Party in respect of (1) such Non-Drilling Party's Committed Working Interest or Interests in the participating area in which the well was Drilled, as such participating area existed when the Drilling of the well was commenced, if the well was Drilled as a Development Well, or (2) the Committed Working Interest or Interests of such Non-Drilling Party which entitled it to participate in the Drilling, Deepening, Plugging Back, or Completion of the well, if it was Drilled, Deepened, Plugged Back or Completed, otherwise than as a Development Well. However, such Non-Drilling Party shall be charged with such part, if any, of the value of such well as is chargeable to it, in accordance with Subdivisions A and B or Section 13.3, in respect of its Committed Working Interests other than those referred to in (1) or (2) above.

B. If that part of the value of such well which would have been credited to such Non-Drilling Party, if the well had been Drilled, Deepened, Plugged Back or Completed for the account of all Parties entitled to participate therein, exceeds the amount provided in Subdivision A above to be charged against the Drilling Party, such excess shall be applied against the reimbursement to which the Drilling Party is entitled out of Production that would otherwise accrue to such Non-Drilling Party. Any balance of such excess over the amount necessary to complete such reimbursement shall be credited to such Non-Drilling Party.

ARTICLE 14
SUPERVISION OF OPERATIONS BY PARTIES

14.1 Right of Supervision. Each operation conducted by Unit Operator under this agreement or the Unit Agreement shall be subject to supervision and control in accordance with the succeeding provisions of this article by the Parties who are chargeable with the Costs thereof.

14.2 Voting Control. In the supervision of an operation conducted by Unit Operator, the Parties chargeable with the Costs of such operation shall have the right to vote thereon in proportion to their respective obligations for such Costs. The Parties having the right to vote on any other matter shall vote thereon on an Acreage Basis. Except as provided in the Unit Agreement and except as otherwise specified herein (particular reference being made to Section 25.1, Consent Required to Commence Secondary Recovery and Pressure Maintenance; Section 27.1, Surrender or Release Within Participating Area, and that portion of Part 2, Exhibit 4 relating to Abandonment of producing wells outside of a participating area), the affirmative vote of Parties having sixty-five per cent (65%) or more of the voting power on any matter which is proper for action by them shall be binding on all Parties entitled to vote thereon; provided, however, that if one Party voting in the affirmative has sixty-five per cent (65%) or more but less than eighty-five per cent (85%) of the voting power, the affirmative vote of such Party shall not be binding on the Parties entitled to vote thereon unless its vote is supported by the affirmative vote of [illegible] Non-Drilling Party; provided further, that if any Party owning [illegible] per cent (25%) but less than fifty per cent (50%) of the voting power the affirmative vote of the Party having a majority of the voting power shall be binding on all Parties entitled to vote unless there is a negative vote of at least one additional Party. In the event only two Parties are entitled to vote, the vote of the one with the greater interest shall prevail. If only one Party is entitled to vote, such Party's vote shall control. A Party failing to vote shall not be deemed to have voted either in the affirmative or negative. Any Approval or Direction provided for in this agreement which receives the affirmative vote above specified shall be deemed given by and shall be binding on all Parties entitled to vote thereon, except where the vote of a larger percentage is specifically required.

14.3 Meetings. Any matter which is proper for consideration by the Parties or any of them, may be considered at a meeting held for that purpose. A meeting may be called by Unit Operator at any time and a meeting shall be called by Unit Operator upon written request of any Party or Parties having five per cent (5%) or more of the voting power on each matter to be considered at the meeting. At least ten (10) days in advance of each meeting, Unit Operator shall give each Party entitled to vote thereat written notice of the time, place and purpose of the meeting. Unit Operator's [illegible] shall be chairman of such meetings.

14.4 Action Without Meeting. In lieu of calling a meeting, Unit Operator may submit any matter which is proper for consideration by the Parties, or any of them, by giving to each such Party written notice by mail or telegraph (or telephone confirmed in writing not later than the next business day), describing in adequate detail the matter so submitted. Each Party entitled to vote on any matter so submitted shall communicate its vote thereon to Unit Operator by mail or telegraph (or telephone, confirmed in writing not later than the next business day), within such period as may be designated in the notice given by Unit Operator (which period shall not be less than ten (10) nor more than thirty (30) days) provided, however, that if within ten (10) days after submission of such matter, request is made for a meeting in accordance with Section 14.3, such matter shall be considered only at a meeting called for that purpose. If a meeting is not required, then, at the expiration of the period designated in the notice given by it, Unit Operator shall give to each Party entitled to vote thereon written notice stating the tabulation and result of the vote.

14.5 Representatives. Promptly after execution of this agreement, each Party by written notice to all other Parties shall designate a representative authorized to vote for such Party, and may designate an alternate who is authorized to vote for such Party in the absence of its representative. Any such designation of a representative or alternate representative may be revoked at any time by written notice given to all other Parties, provided such notice designates a new representative or alternate representative as the case may be. In addition, any corporate Party may vote through its President, or any of its Vice Presidents, and a Party which is a partnership may vote through any of its partners.

14.6 Audits. An audit shall be made of Unit Operator's records and books of account pertaining to operations hereunder whenever the making of such audit receives the Approval of the Parties (other than the Party acting as Unit Operator) chargeable with the Costs incurred during the period covered by the audit, except that such audit shall not be made more often than once each year. Such audit shall be made by auditors in the employ of said Parties and the allowance to be made to each Party furnishing an auditor shall be determined by the Approval of said Parties, and such allowances shall be paid by said Parties in proportion to their respective participations among themselves in Costs incurred during the period covered by the audit.

14.7 Extraneous Projects. Nothing contained in this agreement shall be deemed to authorize the Parties, by vote or otherwise, to act on any matter or authorize any expenditure unless such matter or expenditure relates to the conduct of operations authorized by the Unit Agreement or this agreement.

ARTICLE 15

UNIT OPERATOR'S RIGHTS AND DUTIES

15.1 In General. Subject to the limitations provided for in this agreement, all operations authorized by the Unit Agreement and this agreement shall be managed and conducted by Unit Operator. Unit Operator shall have exclusive custody of all materials, equipment and any other property used in connection with any operation on the Unit Area.

15.2 Employees. All individuals employed by Unit Operator in the conduct of operations hereunder shall be the employees of Unit Operator alone, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Unit Operator.

15.3 Non-Liability. Unit Operator shall not be liable to any other Party for anything done or omitted to be done by it in the conduct of operations hereunder except in case of bad faith.

15.4 Force Majeure. The obligations of Unit Operator hereunder shall be suspended to the extent that, and only so long as, performance thereof is prevented by fire, action of the elements, strikes or other differences with workmen, acts of civil or military authorities, acts of the public enemy, restrictions or restraints imposed by law or by regulation or order of governmental authority, whether federal, state or local, inability to obtain necessary rights of access, or any other cause reasonably beyond control by Unit Operator, whether or not similar to any cause above enumerated. Whenever performance of its obligations is prevented by any such cause, Unit Operator shall give notice thereof to the other Parties as promptly as reasonably possible.

15.5 Lien. Each of the other Parties hereby grants to Unit Operator a lien upon its Committed Working Interests, its interest in all jointly owned materials, equipment and other property and its interest in all Production, as security for payment of Costs chargeable to it, together with any interest payable thereon. Unit Operator shall have the right to bring any action at law or in equity to enforce collection of such indebtedness with or without foreclosure of such lien. In addition, upon default by any Party in the payment of Costs chargeable to it, Unit Operator shall have the right to collect and receive from the purchaser or purchasers thereof the proceeds of such Party's share of Production, up to the amount owing by such Party plus interest at the rate of [redacted] per cent ([redacted]) per annum until paid; each such purchaser shall be entitled to rely on Unit Operator's statement concerning the existence and amount of any such default.

15.6 Advances. Unit Operator, at its election, shall have the right from time to time to demand and receive from the other Parties chargeable therewith payment in advance of their respective shares of the estimated amount of the Costs to be incurred during any month, which right may be exercised only by submission to each such Party of a properly itemized statement of such estimated Costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated Costs for any month shall be submitted on or about the twentieth (20th) day of the next preceding month. The amount of each such invoice shall be payable within fifteen (15) days after the mailing thereof, and thereafter shall bear interest at the rate of [redacted] per cent ([redacted]) per annum until paid. Proper adjustment shall be made monthly between such advances and Costs, to the end that each Party shall bear and pay its proportionate share of Costs incurred and no more. Unit Operator may request advance payment or security for the total estimated Costs to be incurred in a particular Drilling, Deepening or Plugging Back operation and notwithstanding any other provision of this agreement shall not be obligated to commence such operation unless and until such advance payment is made or Unit Operator is furnished security acceptable to it for the payment thereof by the Party or Parties chargeable therewith.

15.7 Use of Unit Operator's Drilling Equipment. Any Drilling, Deepening or Plugging Back operation conducted hereunder may be conducted by Unit Operator by means of its own tools and equipment provided that the rates to be charged and the applicable terms and conditions are set forth in a form of drilling contract which receives the Approval of the Party or Parties chargeable with the Costs incurred in such operation, except that in any case where the Unit Operator alone constitutes the Drilling Party, such form shall receive the approval of the Parties within the participating area, or other designated area for such well, prior to the commencement of such operation.

15.8 Rights as Party. As an owner of Committed Working Interest, the Party acting as Unit Operator shall have the same rights and obligations hereunder as if it were not the Unit Operator. In each instance where this agreement requires or permits a Party to give a notice, consent or approval to the Unit Operator, such notice, consent or approval shall be deemed properly given by the Party acting as Unit Operator if and when given to all other Parties entitled to give or receive such notice, consent or approval.

ARTICLE 16

UNIT OPERATOR'S DUTIES

16.1 Specific Duties. In the conduct of operations hereunder, Unit Operator shall:

A. Drilling of Wells. Drill, Deepen or Plug Back a well or wells only in accordance with the provisions of this agreement;

B. Compliance with Laws and Agreements. Comply with the provisions of the Unit Agreement, all applicable laws and governmental regulations (whether federal, state or local), and Directions by the Parties pursuant to this agreement; in case of conflict between such Directions and the provisions of the Unit Agreement or such laws or regulations, the provisions of the Unit Agreement or such laws or regulations shall govern;

C. Consultation with Parties. Consult freely with the Parties within the area affected by any operation hereunder, and keep them advised of all matters arising in operations hereunder which Unit Operator deems important, in the exercise of its best judgment;

D. Payment of Costs. Pay all Costs incurred in operations hereunder promptly as and when due and payable, and keep the Committed Working Interests and all property used in connection with operations under this agreement free from liens which may be claimed for the payment of such Costs, except any such lien which it disputes, in which event Unit Operator may contest the disputed lien upon giving written notice thereof to the Parties affected thereby;

E. Records. Keep full and accurate records of all Costs incurred, and controllable materials and equipment, which records, and receipts and vouchers in support thereof, shall be available for inspection by authorized representatives of the other Parties at reasonable intervals during usual business hours at the office of Unit Operator;

F. Information. Furnish to each of the other Parties who makes timely written request therefor (1) copies of Unit Operator's authorizations for expenditure or itemizations of estimated expenditures in excess of ..... five thousand ..... Dollars ($ 5,000.00), (2) copies of all drilling reports, well logs, basic engineering data, tank tables, gauge reports and run tickets, (3) reports of stock on hand at the first of each month, and (4) samples of cores or cuttings taken from wells Drilled hereunder, to be delivered at the well in containers furnished by the Party requesting same, and (5) such other and additional information or reports as may be required by Direction of the Parties within the area affected;

G. Access to Unit Area. Permit each of the other Parties, through its duly authorized employees or agents, but at such Party's sole risk and expense, to have access to the Unit Area at all times, and to the derrick floor of each well Drilled or being Drilled hereunder, for the purpose of observing operations conducted hereunder and inspecting

materials, equipment or other property used in connection with operations under this agreement, and to have access at reasonable times to information and data in the possession of Unit Operator concerning the Unit Area.

16.2 Insurance.

A. Unit Operator's. Unit Operator shall comply with the Workmen's Compensation Law of the state in which the Unit Area is located. Unit Operator shall also maintain insurance at all times with respect to operations hereunder such other insurance, if any, as may be required by law. In addition, Unit Operator shall maintain such other insurance, if any, as is described in Exhibit 5 hereto attached or as may be subsequently approved by the Parties from time to time. Unit Operator shall carry no other insurance for the benefit of the Parties except as above specified. Upon written request of any Party, Unit Operator shall furnish evidence of insurance carried by it with respect to operations hereunder.

B. Contractor's. Unit Operator shall require all contractors engaged in operations under this agreement to comply with the Workmen's Compensation Law of the state in which the Unit Area is located and to maintain such insurance as is required by Direction of the Parties.

C. Automotive Equipment. In the event Automobile Public liability insurance is specified in said Exhibit 5 or subsequently receives the approval of the Parties, no direct charge shall be made by Unit Operator for premiums paid for such insurance for Operator's fully owned automotive equipment.

16.3 Non-Discrimination. In connection with the performance of work under this agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. Unit Operator shall comply with Exhibit 7, attached.

The Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

16.4 Drilling Contracts. Each Drilling, Deepening or Plugging Back operation conducted hereunder, and not performed by Unit Operator with its own tools and equipment in accordance with Section 16.7 dealing with Use of Unit Operator's Drilling Equipment, shall be performed by a reputable drilling contractor having suitable equipment and personnel under written contract between Unit Operator and the contractor, at the most favorable rates and on the most favorable terms and conditions bid by any such contractor after soliciting bids, if bids are obtainable, but otherwise at rates and on terms and conditions receiving the Approval of the Parties.

16.5 Uninsured Losses. Any and all payments made by Unit Operator in the settlement or discharge of any liability to third persons (whether or not reduced to judgment) arising out of an operation conducted hereunder and not covered by insurance herein provided to be maintained by Unit Operator shall be charged as Costs and borne by the Party or Parties for whose account such operation was conducted.

ARTICLE 17
LIMITATIONS ON UNIT OPERATOR

17.1 Specific Limitations. In the conduct of operations hereunder, Unit Operator shall not, without first obtaining the Approval of the Parties:

A. Change in Operations. Make any substantial change in the basic method of operation of any well, except in the case of an emergency.

B. Limit on Expenditures. Undertake any project reasonably estimated to require an expenditure in excess of .....fifteen thousand..... Dollars ($.....15,000.00.....); provided, however, that (1) Unit Operator is authorized to make all usual and customary operating expenditures that are required in the normal course of producing operations, (2) whenever Unit Operator is authorized to conduct a Drilling, Deepening or Plugging Back operation, or to undertake any other project, in accordance with this agreement, Unit Operator shall be authorized to make all reasonable and necessary expenditures in connection therewith and (3) in case of emergency, Unit Operator may make such immediate expenditures as may be necessary for the protection of life or property, but notice of such emergency shall be given to all other Parties as promptly as reasonably possible.

C. Partial Relinquishment. Make any partial relinquishment of its rights as Unit Operator or appoint any sub-operator.

D. Settlement of Claims. Pay in excess of One thousand dollars ($1,000.00) in the settlement of any claim (other than Workmen's Compensation claims) for injury to or death of persons, or for loss of or damage to property.

E. Determinations. Make any of the determinations provided in the Unit Agreement to be made by Unit Operator, except as otherwise specified in this agreement.

ARTICLE 18
TITLES

18.1 Representations of Ownership. Each Party represents to all other Parties that to the best of its knowledge and belief its ownership of Working Interests in the Unit Area is that set out in Exhibit B of the Unit Agreement. If it develops that any such ownership is incorrectly stated, the rights and responsibilities of the Parties shall be governed by the provisions of this Article 18, but such erroneous statement shall not be a cause for cancelling or terminating this agreement.

18.2 Title Papers to be Furnished.

A. Lease Papers. Each Party, after executing this agreement, shall upon request promptly furnish Unit Operator, ~~and any other Party requesting same~~, with photostatic copies of all leases, assignments, options and other contracts which it has in its possession relating to its Committed Working Interests.

B. Title Papers for Initial Test Well. Promptly after the effective date of this agreement each Party within the area described as the Title Examination Area in Exhibit 3 shall at its own expense furnish Unit Operator with the following title material relating to all lands within such area in which it owns Committed Working Interests covering the same:

(1) Abstracts of title based upon the court, records in the counties in which the lands are situated

(2) All lease papers, or photostatic copies thereof, covering lands within the area in which the Party has in its possession, and which have not been previously furnished to Unit Operator,

(3) Copies of any title opinions which the Party has in its possession,

(4) If federal lands are involved, status reports of current date setting forth the entries found in the district land office and the Washington, D.C. [illegible] Bureau of Land Management for the lands involved, and also a certified copy of the serial register for the federal leases involved,

(5) If state lands are involved, status reports of current date showing the entries pertaining to the land involved found in the records of such state,

(6) ~~If Indian lands are involved, status reports for the land involved showing the entries found in the office of the Superintendent of the Indian Agency and the area office for such Indian lands and in the Bureau of Indian Affairs in Washington, D.C.~~

C. Title Papers for Subsequent Wells. Any Party who proposes the Drilling of a Subsequent Test Well or Exploratory Well at the time of giving notice for such proposed well, designate a title examination area not exceeding .....2560.....acres and not including any lands within a participating area. When the drilling of a Development Well receives the Approval of the Parties within the participating area in which it is located, a title examination area which covers lands outside any participating area may be designated by the Approval of such Parties. Each Party within any such title examination area shall at its own expense and upon request furnish Unit Operator with the title materials listed in Section 18.2B not previously furnished, relating to all lands within such area in which it owns Committed Working Interests.

D. Title Papers on Establishment or Enlargement of a Participating Area. Upon the establishment or the enlargement of a participating area, each Party shall promptly at its own expense furnish Unit Operator all the title materials listed in Section 18.2B relating to all its Committed Working Interests in the lands lying within such participating area as established or enlarged, which have not been previously furnished.

[redacted] [redacted] [redacted]

18.3 Title Examination. Promptly after all title papers delivered pursuant to Section 18.2 B, C or D have been received, Unit Operator shall deliver such title pap to an attorney or attorneys approved by the Parties. Unit Operator shall arrange to h the same examined promptly by such attorney or attorneys and shall distribute copies o title opinions to all Parties within the title examination area as soon as they are re ceived. After a title examination has been completed and a reasonable time, not exceed ing thirty (30) days, has been allowed for any necessary curative work, Unit Operator shall submit to each Party copies of title opinions and a report concerning the title examination with written recommendations for approval or disapproval of the title to each Committed Working Interest involved, and thereafter the Parties shall advise Unit Operator in writing within fifteen (15) days after receipt of such title opinions or r ports of approval or disapproval of titles. Unless otherwise agreed, the cur of a title examination made under this Section 18.3 as to which an order of dividing o which such title shall be made.

18.4 Option for Additional Title Examination. Any Party who furnishes materials for title examination pursuant to Section 18.2 B, C or D shall have the right to examin all materials furnished Unit Operator. If such additional title examination is elected it shall be at the sole cost and expense of the Party electing to perform the same and such Party shall bear any expense which may be necessary to reproduce title materials f its use, if required. Whether or not such additional title examination is elected, each Party shall have the right to approve or disapprove title according to the provisions of this Article 18.

18.5 Approval of Titles Prior to Drilling. Where the Committed Working Interest within the title examination area is owned by more than one Party, then no drilling shall be conducted within such area until the title to the Committed Working Interest therein has received the approval of the Parties as hereinafter in this section provided. If a Drilling Block has been designated for the drilling of a well, such well shall not be drilled until title to the Committed Working Interest within the title examination area established for such well has received the approval of the Parties within the Drilling Block in which such well is located. Approval of title to lands within a Drilling Block shall be binding upon all Parties owning Committed Working Interests within such Drilling Block. If land outside a participating area is designated as a title examination area for a development well, such well shall not be drilled until title to the Committed Working Interest within such title examination area has received the approval of the Parties within the participating area in which such well is located. In all other instances where a title examination area has been established for a well, such well shall not be drilled until title to the Committed Working Interest within such title examination area has received the approval of the Parties therein. In the event approval of the Parties is not obtained as in this section provided, the drilling Party (whether one or more) may proceed with the drilling of the well, but said drilling Party (a) shall, by so proceeding, assume all risk attending the failure to obtain such approval to the same extent as if approval of titles to all lands within the Drilling Block (if one has been established) or the title examination area (in all other instances) had been obtained, and (b) shall also be deemed to have given its approval to the title to all lands within the Drilling Block (if one has been established) or the title examination area (in all other instances).

18.6 Approval of Titles Prior to Inclusion of Land in a Participating Area. Where the Committed Working Interests within the participating area are owned by more than one Party, no Committed Working Interest shall be included within a participating area or be entitled to participate in the production of Unitized Substances from any participating area until title to such Committed Working Interest has received the approval of the Parties within such participating area. Approval of titles to lands within a participating area shall be binding on all Parties within such participating area and all Parties coming within such participating area upon any enlargement thereof.

18.7 Failure of Title to Committed Working Interest Before Approval. If title to any Committed Working Interest shall fail in whole or in part prior to receiving the approval of the Parties, the Parties hereto who improperly claimed an interest in said land shall sustain the entire loss occasioned by such failure of title, and do hereby expressly release and indemnify the Unit Operator and all other Parties free any and all liability on account thereof.

18.8 Failure of Title to Committed Working Interest After Approval. If title to a Committed Working Interest which has received the approval of the Parties under Section 18.5 fails in whole or in part at a time when the tract affected thereby is within an active Drilling Block, or within a Drilling Block formed as herein provided upon which a well has been completed as a producer of Unitized Substances but which has not been admitted to a participating area; or, if title to a Committed Working Interest which has received the approval of the Parties under Section 18.6 fails in whole or in part at a time when the tract affected thereby is within a participating area, then:

(1) The loss and any ensuing liability shall be charged as a common loss of the Parties having interests in the affected participating area or Drilling Block (including the Party whose Committed Working Interest has been lost and including the acreage of such Committed Working Interest); and

(2) There shall be relinquished to the Party whose Committed Working Interest has been lost, such proportionate part of each of the other Committed Working Interests in the lands within such affected participating area or Drilling Block, subject to a like portion of their respective Lease Burdens, as may be necessary to make the loss of such Committed Working Interest a joint loss of the parties within such participating area or Drilling Block; and

(3) The relinquished portions of said Committed Working Interests shall be deemed owned by the Party receiving the same, subject to a proportionate part of their respective Lease Burdens for all purposes of this agreement.

18.9 Joinder by True Owner. If title to a Committed Working Interest fails in whole or in part, such Committed Working Interest shall no longer be subject to this Agreement and Unit Agreement. A true owner of a Working Interest, title to which has failed, may join in this Agreement or enter upon a separate Operating Agreement with the Parties to this Agreement upon such terms and conditions as receive the approval of the Parties within the unit area; and subject to any valid claims of the true owner.

ARTICLE 19

UNLEASED INTERESTS

19.1 Treated as Leased. If a Party owns in fee all or any part of the oil and gas rights in any tract within the Unit Area which is not subject to any oil and gas lease, or other contract in the nature thereof, such Party shall be deemed to own a Committed Working Interest in such tract to the extent of seven-eighths (7/8) of its interest therein and a royalty interest with respect to the remaining one-eighth (1/8) interest therein.

ARTICLE 20

RENTALS AND LEASE BURDENS

20.1 Rentals. Each Party shall be obligated to pay any and all rentals and other sums (other than Lease Burdens) payable upon or in respect of its Committed Working Interests, subject, however, to the right of each Party to surrender any of its Committed Working Interests in accordance with Article 27. Upon request, each Party shall furnish to Unit Operator satisfactory evidence of the making of such payments. However, no Party shall be liable to any other Party for unintentional failure to make any such payments provdied it has acted in good faith.

20.2 Lease Burdens. The Party or Parties entitled to receive the Production allocated to a tract of land within a participating area shall be obligated for any and all payments, whether in cash or in kind, accruing to any and all Lease Burdens, net profits interests, carried interests and any similar interest payable in respect of such Production or the proceeds thereof, except as provided in Article 22 dealing with Withdrawal of Tracts and Uncommitted Interests. The Party or Parties entitled to receive the Production from a well completed as a producer but not included within a participating area shall be obligated to pay all Lease Burdens payable in respect of such Production and each such Party shall be obligated to pay any net profits interest, carried interest and similar interests payable in respect of its share of such production.

20.3 Loss of Committed Working Interest. If a Committed Working Interest is lost through failure to make any payment or share provided to be made by the Party owning the same, such loss shall be borne entirely by such Party; provided, however, if the Committed Working Interest so lost covers land within a participating area and the proceeds of production attributable to such Committed Working Interest are sufficient to pay the Costs chargeable to such Committed Working Interest, such Committed Working Interest shall not be lost.

ARTICLE 21

TAXES

21.1 Payment. Any and all ad valorem taxes payable upon the Committed Working Interests (and upon Lease Burdens which are not payable by the owners thereof) or upon materials, equipment or other property acquired and held by Unit Operator hereunder, and any and all taxes (other than income taxes) upon or measured by Unitized Substances produced from the Unit Area which are not payable by the purchaser or purchasers thereof or by the owner of Lease Burdens, shall be paid by Unit Operator as and when due and payable.

21.2 Apportionment. Taxes upon materials, equipment and other property acquired and held by Unit Operator hereunder shall be charged to and borne by the Parties owning the same in proportion to their respective interests therein. All other taxes paid by Unit Operator shall be charged to and borne by the Parties in proportion to their ownership in the Committed Working Interests or Unitized Substances (as the case may be) upon which or in respect of which such taxes are paid. All reimbursements from owners of Lease Burdens, whether obtained in cash or by deduction from Lease Burdens, on account of any taxes paid for such owners shall be paid or credited to the Parties in the same proportions as such taxes were charged to such Parties.

21.3 Transfer of Interests. In the event of a transfer by one Party to another under the provisions of this agreement of any Committed Working Interest or of any interest in any well or in the materials and equipment in any well or in the event of the reversion of any relinquished interest as in this agreement provided the taxes above mentioned assessed against the interest transferred or reverted for the taxable period in which such transfer or reversion occurs shall be apportioned between such Parties so that each shall bear the percentage of such taxes which is proportionate to that portion of the taxable period during which it owned such interest.

21.4 Notices and Returns. Each Party shall promptly furnish Unit Operator with copies of notices, assessments, levies or tax statements received by it pertaining to the taxes to be paid by Unit Operator. Unit Operator shall make such returns, reports and statements as may be required by law in connection with any taxes above provided to be paid by it and shall furnish copies to the parties upon request. It shall notify the Parties of any tax which it does not propose to pay before such tax becomes delinquent.

ARTICLE 22

WITHDRAWAL OF TRACTS AND UNCOMMITTED INTERESTS

22.1 ~~Limitation on~~ Right of Withdrawal. ~~Not less than five (5) days before filing the Unit Agreement for final Departmental approval, Unit Operator shall notify each Party in writing of intention to file, specifying in such notice, to the best of Unit Operator's knowledge, the status of ownership of unitized lands and Lease Burdens on Production therefrom.~~ If the owner of any substantial interest in a tract within the Unit Area has ~~then~~ failed or refused to join in the Unit Agreement, the Party or Parties owning Committed Working Interests in such tract shall have the right to withdraw such tract from the Unit Area in accordance with the Unit Agreement; ~~provided, however, that such right shall not be exercised until after at least ten (10) days prior written notice to all other Parties within the Unit Area and such right shall not be exercised if within said period of ten days the non-withdrawal of such tract receives the Direction of the Parties who at the time of the giving of such notice have executed this agreement.~~

~~22.2 The Effect of Non-Withdrawal at Direction of Parties. If the non-withdrawal of a tract receives the Direction of the Parties as above provided and if such tract is included within a participating area, the following provisions shall apply:~~

~~A. Any and all payments and liabilities to the owners of uncommitted interests in such tract that are in excess of the payments that would accrue to such owners had they executed the Unit Agreement shall be borne and shared on an Acreage Basis by the Parties within the participating area in which the tract is located.~~

~~B. If the payments that would accrue to the owners of uncommitted interests in such tract if they had joined in the Unit Agreement are in excess of the payments actually accruing to them such excess shall be shared by the Parties within the participating area on an Acreage Basis.~~

22.3 Voluntary Non-Withdrawal. If the Party or Parties owning Committed Working Interests in a tract voluntarily fails to exercise the right to withdraw such tract in accordance with the Unit Agreement, all payments and liabilities accruing to the owners of uncommitted interests in such tract shall be paid and borne by such Party or Parties.

ARTICLE 23

COMPENSATORY ROYALTIES

23.1 Notice. Whenever demand is made in accordance with the Unit Agreement for the payment of compensatory royalties, Unit Operator shall give written notice thereof to each Party affected by the demand, as hereinafter provided.

23.2 Demand for Failure to Drill a Development Well. If the demand for compensatory royalty results from the failure to Drill a Development Well and such well is not drilled, then Unit Operator shall pay such compensatory royalty. Such payment shall be charged as Costs incurred in operations within such participating area.

23.3 Demand for Failure to Drill a Well Other than a Development Well. If the demand for compensatory royalty results from the failure to Drill a well other than a Development Well and an election to Drill in order to avoid payment of Compensatory Royalties is not made by any Party owning a Committed Working Interest in the tract upon which such a well may be Drilled, then Unit Operator shall pay such compensatory royalty. Such payment shall be charged to and borne by the Parties who would be obligated to bear the Costs of such well if the well were Drilled as a Required Well in accordance with Section 13.2B.

ARTICLE 24

SEPARATE MEASUREMENT AND SALVAGE

24.1 Separate Measurement. If a well completed as a producer of Unitized Substances is in or included in a participating area and is not classified as an Exempt Well by all the Parties within such participating area and if, within thirty (30) days after request by any such Party, a method of measuring the Unitized Substances from such well separately from other production from the participating area and including those from other wells not then in the participating area and including those from wells not then in the participating area does not receive the approval of the Parties, then Unit Operator shall install such additional tankage, flow lines or other facilities for separate measurement of the Unitized Substances produced from such well as Unit Operator may deem suitable. The Costs of such facilities for separate measurement shall be charged to and borne by the Drilling Party for such well and treated as Costs incurred in operating such well notwithstanding any other provisions of this agreement.

24.2 Salvaged Materials. If any materials and equipment are salvaged from a well completed as a producer after being Drilled, Deepened or Plugged Back otherwise than for the account of all the Parties entitled to participate therein before reversion to the Non-Drilling Parties of their relinquished interests in the well, the proceeds derived from sale

thereof, or, if not sold, the Salvage Value thereof, shall be treated in the same manner as proceeds of Production from such well for the purpose of determining reversion to Non-Drilling Parties of their relinquished interests in such well.

ARTICLE 25

SECONDARY RECOVERY AND PRESSURE MAINTENANCE

25.1 Consent Required. Unit Operator shall not undertake any program of secondary recovery or pressure maintenance involving injection of gas, water or other substances by any method, whether now known or hereafter devised, without first obtaining the consent of non-Drilling Parties in the aggregate owning not less than ..... Ninety ..... per cent (..... 90 .....%) of the Committed Working Interests on an Acreage Basis in the participating area affected by any such program. After the Parties have voted to undertake a program of secondary recovery or pressure maintenance in accordance with this section, the conduct of such a program shall be subject to supervision by the Parties by vote as set forth in Article 14.

25.2 Above Ground Facilities. This agreement shall not be deemed to require any Party to participate in the construction or operation of any gasoline plant, sulphur recovery plant, dewaxing plant or other above ground facilities to process or otherwise treat Production, other than such facilities as may be required for treating Production in ordinary lease operations and such facilities as may be required in the conduct of operations authorized under Section 25.1.

ARTICLE 26

TRANSFERS OF INTEREST

26.1 Restriction on Zone Transfers. No Party shall assign, mortgage or transfer its Committed Working Interest in any tract committed to this agreement as to less than all formations underlying said tract without first receiving the Approval of the Parties within the Unit Area; provided, however, that such restriction shall not apply to a transfer by any Party of any part of its Committed Working Interest in any tract or tracts after the Drilling of the Initial Test Well or Wells and prior to the discovery of Unitized Substances in paying quantities under a farmout arrangement in consideration of the Drilling of a well within the Unit Area, free of expense to the other Parties, and upon the further condition that if such well results in the Production of Unitized Substances in paying quantities, such well and the Production therefrom will be shared by the Parties within the participating area established for such well in the same manner as if the well had been Drilled for the account of all Parties within such participating area.

26.2 Sale by Unit Operator. If Unit Operator sells all its Committed Working Interests, it shall resign and a new Unit Operator shall be selected as provided in the Unit Agreement.

26.3 Assumption of Obligations. No transfer of any Committed Working Interests shall be effective unless the same is made expressly subject to the Unit Agreement and this agreement and the transferee agrees in writing to assume and perform all obligations of the transferor under the Unit Agreement and this agreement insofar as relates to the interest assigned, except that such assumption of obligations shall not be required in case of a transfer by mortgage or deed of trust as security for indebtedness.

26.4 Effective Date. A transfer of Committed Working Interests shall not be effective as between the Parties until the first day of the month next following the delivery to Unit Operator of the original or a certified copy of the instrument of transfer conforming to the requirements of Section 26.3. In no event shall a transfer of Committed Working Interests relieve the transferring Party of any obligations accrued hereunder prior to said effective date, for which purpose any obligation assumed by the transferor to participate in the Drilling, Deepening or Plugging Back of a well prior to such effective date shall be deemed an accrued obligation.

ARTICLE 27

RELEASE FROM OBLIGATIONS AND SURRENDER

27.1 Surrender or Release Within Participating Area. A Committed Working Interest covering land within a participating area shall not be surrendered except with the consent of all Parties within such participating area. However, a Party who owns a Committed Working Interest in land within a participating area and who is not at the time committed to participate in the Drilling, Deepening or Plugging Back of a well within such participating area may be relieved of further obligations with respect to such participating area as then constituted by executing and delivering to Unit Operator an assignment conveying to all other Parties within such participating area all Committed Working Interests owned by such Party in lands within the participating area, together with the entire interest of such Party in any and all wells, materials, equipment and other property within or pertaining to such participating area.

27.2 Procedure on Surrender Outside Participating Area. Whenever a Party desires to surrender its Committed Working Interest in any tract which is not within any participating area, such Party shall give to all other Parties written notice thereof describing such Committed Working Interest. The Parties receiving such notice, or any of them, shall have the right at their option to take from the Party desiring to surrender an assignment of such Committed Working Interest by giving to the Party desiring to surrender written notice of election so to do within thirty (30) days after receipt of the notice of the desire to surrender. If such election is made as above provided, the Party or Parties taking the assignment (which shall be taken by them in proportion to the acreage of their Committed Working Interests among themselves in the Unit Area) shall pay to the assigning Party its share of the Salvage Value of any wells owned by the Parties and then located on the land covered by such Committed Working Interest, which payment shall be made on receipt of the assignment. If no Party elects to take such assignment within such thirty (30) day period, then the Party or Parties owning such Committed Working Interest may surrender the same if surrender thereof can be made in accordance with the Unit Agreement.

27.3 Accrued Obligations. A Party making an assignment or surrender in accordance with Section 27.1 or 27.2 shall not be relieved of its liability for any obligation accrued hereunder at the time the assignment or surrender is made, or of obligation to bear its share of the Costs incurred in any Drilling, Deepening or Plugging Back operation in which such Party has elected to participate prior to the making of such assignment or surrender, except to the extent that the Party or Parties receiving such assignment shall assume, with the Approval of the Parties, any and all obligations of the assigning Party hereunder and under the Unit Agreement.

ARTICLE 28

[illegible]

28.1 Liability Not Joint. The liability of the Parties hereunder shall be several and not joint or collective. Each Party shall be responsible only for its obligation as herein set out.

28.2 No Partnership Created. It is not the intention of the Parties to create, nor shall this agreement or the Unit Agreement be construed as creating a mining or other partnership or association between the Parties, or to render them liable as partners or associates.

28.3 Election. Each of the Parties hereby elects to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954 or such portion or portions thereof as may be permitted or authorized by the Secretary of the Treasury of the United States or his delegate insofar as such Subchapter or any portion or portions thereof may be applicable to the Parties. If any present or future income tax laws of the state or states in which the Unit Area is located, or any future income tax law of the United States, contain, or shall hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the Parties hereby elects to be excluded from the application of such laws. Accordingly, each Party hereby authorizes and directs Unit Operator to execute such an election or elections on its behalf and file the same with the proper administrative office or agency. If requested by Unit Operator, each Party agrees to execute and join in such instruments as are necessary to make such elections effective.

ARTICLE 29

NOTICES

29.1 Giving and Receipt. Except as otherwise specified herein, any notice, consent or statement herein provided or permitted to be given by Unit Operator or a Party to the Parties shall be given in writing by United States mail or by telegraph, properly addressed to each Party to whom given, with postage or charges prepaid, or by delivery thereof in person to the Party to whom given; however, if delivered to a corporate Party, it shall not be deemed given unless delivered personally to an executive officer of such Party or to its representative designated pursuant to Section 14.5 dealing with Representatives. A notice given under any provision hereof shall be deemed given only when received by the Party to whom such notice is directed, except that any notice given by United States registered mail or by telegraph,

properly addressed to the Party to whom given with all postage and charges prepaid, shall be deemed given to and received by the Party to whom directed forty-eight (48) hours after such notice is deposited in the United States mails or twenty-four (24) hours after such notice is filed with an operating telegraph company for immediate transmission by telegraph, and also except that a notice to Unit Operator shall not be deemed given until actually received by it.

29.2 Proper Addresses. Each Party's proper address shall be deemed to be the address set forth under or opposite its signature hereto unless and until such Party specifies another post office address within the continental limits of the United States by not less than ten (10) days prior written notice to all other Parties.

ARTICLE 30

EXECUTED IN COUNTERPARTS AND RATIFICATION

30.1 Counterparts. This agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

30.2 Ratification. This agreement may be executed by the execution and delivery of a good and sufficient instrument of ratification, adopting and entering into this agreement. Such ratification shall have the same effect as if the Party executing it had executed this agreement or a counterpart hereof.

ARTICLE 31

[illegible]

[illegible] agreements. This agreement shall be binding on and inure to the benefit of all Parties signing the same, their heirs, devisees, personal representatives, successors and assigns and their successors in interest, whether or not it is signed by all the Parties listed below. The terms hereof shall constitute a covenant running with the lands and the Committed Working Interests of the Parties.

ARTICLE 32

HEADINGS FOR CONVENIENCE

32.1 Headings. The table of contents and the headings used in this agreement are inserted for convenience only and shall be disregarded in construing this agreement.

ARTICLE 33

RIGHT OF APPEAL

33.1 Not Waived. Nothing contained in this agreement shall be deemed to constitute the waiver by any Party of any right it would otherwise have to contest the validity of any law or any order or regulation of governmental authority (whether federal, state or local) relating to or affecting the conduct of operations within the Unit Area or to appeal from any such order.

ARTICLE 34

SUBSEQUENT JOINDER

34.1 Prior to the Commencement of Operations. Prior to the commencement of operations under the Unit Agreement, all owners of Working Interests in the Unit Area who have joined in the Unit Agreement shall be privileged to execute or ratify this agreement.

34.2 After Commencement of Operations. After commencement of operations under the Unit Agreement, any Working Interest in land within the Unit Area which is not then committed hereto may be committed to this agreement and to the Unit Agreement upon such reasonable terms and conditions as may receive the Approval of the Parties.

ARTICLE 35

CARRIED INTERESTS

35.1 Treatment of. If any working interest shown on Exhibit B of the Unit Agreement and committed thereto is a carried working interest, such interest shall, if the carrying party executes this agreement be deemed to be, for the purpose of this agreement, a Committed Working Interest owned by the carrying party.

ARTICLE 36

EFFECTIVE DATE AND TERM

36.1 Effective Date. This agreement shall become effective on the effective date of the Unit Agreement ~~once that the provisions of Section 22.1 dealing with Limitation on Right of Withdrawal shall be operative prior to such effective date.~~

36.2 Term. The term of this agreement shall be the same as the term of the Unit Agreement and shall terminate concurrently therewith.

36.3 Effect of Termination. Termination of this agreement shall not relieve any Party of its obligations then accrued hereunder. Notwithstanding termination of this agreement the provisions hereof relating to the charging and payment of Costs and the disposition of materials and equipment shall continue in force until all materials and equipment owned by the Parties have been disposed of and until final accounting between Unit Operator and the Parties. Termination of this agreement shall automatically terminate all rights and interests acquired by virtue of this agreement in lands within the Unit Area except such transfers of Committed Working Interests as have been evidenced by formal written instruments of transfer.

36.4 Effect of Signature. When this agreement is executed by two Parties, execution by each shall be deemed consideration for execution by the other and each Party theretofore or thereafter executing this agreement shall thereupon become and remain bound hereby until the termination of this agreement. ~~However, if the Unit Agreement does not become effective within twelve (12) months from and after the date of this agreement, then at the expiration of said period, this agreement shall terminate.~~

ARTICLE 37

37.1 Failure to Take in Kind. If any Party shall at any time fail or refuse to take in kind or separately dispose of its proportionate part of Production, Unit Operator shall have the right to enter into a contract for the sale of all or part of such Production at the price which Unit Operator receives for its own portion of the Production, but any such contract shall be only for such reasonable period of time as is consistent with the minimum needs of the industry under the circumstances, and in no event shall the term thereof exceed one (1) year, provided, however, that any Non-operator may revoke at any time Unit Operator's right to dispose of its proportionate part of Production.

Anything herein to the contrary notwithstanding, Unit Operator shall make no commitment to sell any Party's share of gas production which requires authorization of any government agency or is in interstate commerce without the prior written consent of such party.

37.2 In the event a relinquishment of interest by a Non-Drilling Party occurs according to the provisions of this agreement or to any well on which production is had from such well, the Unit Operator, or other Party executing the operation which resulted in the relinquishment, shall furnish each Non-Drilling Party upon its request all the information referred to in Section 16.1F and in addition shall include the following:

A. An itemized statement of the Costs of the operation in which the Non-Drilling Party did not participate; and

B. Until reversion occurs, a monthly itemized statement of the Costs incurred in the operation of the said well, the quantity of production therefrom, the amount of proceeds received from the sale of the same, and the Lease Burdens paid with respect to Production.

37.3 The provisions of Section 6.2 are hereby modified and limited with respect to a well covered thereby if any Party owning a Committed Working Interest in the drilling block formed for such well elects not to participate in the Costs thereof as to his Committed Working Interest in the drilling block. In such case, the relinquished interest of Non-Drilling Party shall revert to it in the same manner and under the same conditions as provided in Section 12.3 with respect to wells located in a Participating Area, except that the production from such well sufficient to cause such reversion shall be that which, had the Non-Drilling Party elected to participate in such well, would be allocable on an acreage basis to the interest of Non-Drilling Party in land in the Drilling Block formed for such well. Upon reversion of the relinquished interest of a Non-Drilling Party in such a well the provisions of Section 12.4 dealing with Effect of Reversion shall be applicable.

37.4 Should the owner of a royalty interest fail or refuse to execute or become bound by the Unit Agreement and as a result thereof the Lease Burdens of the Party entitled to receive the production allocated to the tract or tracts of land affected are more than the Lease Burdens computed on the basis of production allocated thereto, Unit Operator, upon receipt of evidence thereof from the Party affected, shall reimburse that Party for the full amount of such excess Lease Burdens and shall treat the same as an operating cost; similarly, if the Lease Burdens are less then the Party shall remit the difference to Unit Operator for distribution to all Parties.

37.5 In the event of any suit or action challenging the title of any Party to any of the oil and gas rights committed by said Party to this Agreement and to the Unit Agreement, the Party served will immediately notify the other parties, and the Party whose title has been challenged shall forthwith take over and be in charge of the conduct of the litigation and shall bear the entire cost of such litigation.

37.6 The consent or authorization by any party to the drilling, [illegible] plugging back of any well shall not constitute, nor be implied to be, a consent or agreement to participate in any further attempt to conduct operation beyond such authorized drilling, deepening or plugging back and any related testing prior to the running of casing in connection therewith, and the plugging and abandoning thereof. This shall be true regardless of any inconsistent express or implied provision contained herein.

37.7 If any Party hereto hereafter should create any overriding royalty, production payment, or other burden against its working interest production, and if any other Party or Parties Assignee of such Working Interest Owner should assume the Non-Consent Operations position of the Non-Drilling Party pursuant to any provision of this Agreement and, as a result, become entitled to receive the working interest production otherwise belonging to the Non-Drilling Party, the Drilling Party entitled to receive the working interest production of the Non-Drilling Party shall receive such production free and clear of any burdens against such production which may have been created subsequent to the date of this Agreement and the Non-Drilling Party creating such subsequent burden shall save the Drilling Parties harmless with respect to the receipt of such working interest production.

37.8 Subsequent Created Interest. Notwithstanding anything to the contrary, if any Working Interest Owner shall, subsequent to the execution of this Agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its working interest (hereinafter called "subsequently created interest"), such subsequently created interest shall be specifically made subject to all the terms and provisions of this Agreement. If the Working Interest Owner from which such subsequently created interest is created, (a) fails to pay when due its share of costs and expenses chargeable hereunder, and its share of production accruing hereunder is insufficient to cover such costs and expenses, or (b) elects to abandon a well under Part 2 of Exhibit 4 or elects to surrender a lease under Article 27, the subsequently created interest shall be chargeable with a pro rata portion of all costs and expenses hereunder in the same manner as if such subsequently created interest were a working interest, and Unit Operator shall have the right to enforce against such subsequently created interest the lien and all other rights granted in Section 15.5 for the purpose of collecting costs and expenses chargeable to the subsequently created interest.

37.9 Notwithstanding any provision in this agreement to the contrary, no Party shall be liable, without its consent, for any investment adjustment charge under the provisions of Section 13.3D or 13.4D, which charge is in excess of the Party's credits under Article 13. In the event of the establishment, enlargement or contraction of a Participating Area, the provisions of Article 12 and other provisions related thereto shall be applicable to any investment adjustment to the same extent that these provisions are applicable to a well drilled otherwise than for the account of all parties entitled to participate therein. Any Party subject to such charge may elect not to pay it in cash. If within 30 days after proposal for establishment, enlargement or contraction of Participating Area has been submitted by Unit Operator, in writing, to the Working Interest Owners involved, a Party elects not to participate in the investment adjustment applicable to the establishment, enlargement or contraction, that Party shall be a Non-Drilling Party, and shall be deemed, as of the effective date of the resulting area in connection with which such charge is made, to have relinquished the interest for which such charge is made to the Party or Parties who would otherwise be entitled to receive a credit under Section 13.3D or Section 13.4D, which latter Party or Parties shall be the Drilling Party with respect to this relinquished interest. The Drilling Party shall own the relinquished interest until it reverts to Non-Drilling Party pursuant to Article 12.

IN WITNESS WHEREOF, the parties [illegible]

[illegible]

[illegible], a partnership

Paul Messenger
Attorney in Fact

Date of Execution February 10, 1974

Address: 1230 Denver Club Building
Denver, Colorado 80202

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 10th day of February, 1974, before me appeared Paul Messenger to me personally known, who, being by me duly sworn did say he is the Attorney in Fact of DAVIS OIL COMPANY, a Partnership, and said Paul Messenger acknowledged said instrument to be the free act and deed of said Partnership.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires
October 30, 1978

Notary Public

Unit Operating Agreement
County Line Unit
Sweetwater & Sublette Counties
Wyoming

EXHIBIT "2"

Attached to and made a part of Unit Operating Agreement
COUNTY LINE UNIT
Sweetwater & Sublette Counties
Wyoming

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Account" shall mean the record showing the charges and credits between parties of the Joint Operations and which are to be settled by the Parties.

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall be defined as set forth under the subparagraph selected below:

A. [X] Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

B. [ ] Material which is ordinarily so classified and controlled by Operator in the conduct of its operations. List shall be furnished Non-Operators upon request.

2. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under the subparagraph selected below:

A. [X] Statement in detail of all charges and credits to the Joint Account.

B. [ ] Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. [ ] Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of ten per cent (10%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

5. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the request for an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of Non-Operators is expressly required under Paragraphs 5A or 8 of Section II, Section III, Section V, Section VI, and Paragraph 4 of Section VII, of this Accounting Procedure if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto the Operator shall notify all Non-Operators and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

2. Labor

A. (1) Salaries and wages of Operator's employees directly employed on the Joint Property in the conduct of Joint Operations.

(2) Salaries of technical employees directly employed on the Joint Property if such charges are excluded from the overhead rates in Option C of Section III.

(3) Salaries and wages of technical employees temporarily assigned to and directly employed on the Joint Property if such charges are excluded from the overhead rates in Option C of Section III.

(4) Salaries and wages of technical employees either temporarily or permanently assigned to and employed in the operation of the Joint Property if such charges are excluded from overhead rates in Option C of Section III.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 1A of this Section II and Paragraph 1A of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1A of Section III, only a pro rata portion of the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 1A of this Section II and Paragraph 1A of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1A of Section III.

D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

3. Employee Benefits

Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1A of Section III shall be chargeable as indicated in the subparagraph selected below:

A. [ ] Operator's actual cost.

B. [X] Operator's actual cost not to exceed fifteen per cent (15%).

4. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by Operator and Non-Operators.

B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by Operators and Non-Operators. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by Operator and Non-Operators.

C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of $100 or less.

6. Services

A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 3 of this Section II and Paragraph 1B of Section III. The cost of professional consultant services shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

B. The cost of services of equipment and facilities furnished by [redacted] shall be charged [redacted]

7. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

8. Legal Expense

All costs and expenses of handling, investigating, and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorney's fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), unless agreed to by Operator and Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.

9. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

[redacted] [redacted] [redacted]

10. Insurance

Net premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.

In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge therefor on the following basis:

An amount equivalent to the net premiums which would have been charged had such insurance been obtained from an insurance carrier.

11. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

OPERATOR SHALL CHARGE INDIRECT COSTS TO THE JOINT ACCOUNT UNDER THE TERMS OF:

[ ] Paragraph 1. (District Expense, Administrative Overhead and Warehousing)
[X] Paragraph 2. (Combined Rates - Well Basis)
[ ] Paragraph 3. (Combined Rates - Percentage Basis)

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by Operator and Non-Operators as a direct charge to the Joint Account.

THE OVERHEAD RATES PROVIDED FOR IN ANY OF THE PARAGRAPHS SELECTED ABOVE

A. [ ] shall [X] shall not include salaries and personal expenses of first-level supervisors in the field.

B. [ ] shall [X] shall not include salaries, wages and personal expenses of technical employees temporarily assigned to and directly employed on the Joint Property.

C. [X] shall [ ] shall not include salaries, wages and personal expenses of technical employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property.

1. District Expense, Administrative Overhead and Warehousing

A. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's ..... office located at or near ..... (or a comparable office if location changed); and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

B. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1A of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charge shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged direct as provided in Paragraphs 2 and 6 of Section II. Such charge shall be made on the basis indicated below, either (1) well basis or (2) percentage basis, at the rates shown thereunder.

(1) [ ] Well Basis

RATE PER WELL PER MONTH

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth) First Five	Next Five	All Over Ten

(2) [ ] Percentage Basis

PERCENTAGE BASIS

Development:

..... Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 6 of Section II and all salvage credits.

Operating:

..... Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 1 and 6 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

C. Operator's Warehouse Operating and Maintenance Expense

[ ] Included in district expense
[X] No charge either direct or indirect
[ ] Percentage basis (describe fully) .....

.....

.....

. Combined Rates - Well Basis

Operator will charge the Joint Account for the services covered by Paragraph 1 of this Section III on the basis indicated below:

RATE PER WELL PER MONTH

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Correct Formation Depth) First Five	Next Five	All Additional Wells
All depths	$ 1500.00	$ 205.00	$ 195.00	$ 170.00

. Combined Rates - Percentage Basis

Operator shall charge the Joint Account for the services covered by Paragraph 1 of this Section III on the basis indicated below:

PERCENTAGE BASIS

A. Development:

..... Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 8 of Section II and all salvage credits.

B. Operating:

..... Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 1 and 8 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

. Application of Administrative Overhead or Combined Rates - Well Basis

The following limitations, instructions and charges shall apply in the application of the rates as provided under either Paragraph 1B (1) or Paragraph 2 of this Section III.

A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

B. The status of wells shall be as follows:

(1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for waterflooding operations and salt water disposal wells shall be considered the same as producing oil wells.

(2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. Any well being plugged or produced during any portion of the month shall be considered as a producing well for the entire month.

(3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling rig or workover rig capable of drilling shall be considered the same as drilling wells.

(4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, shut-in wells shall be counted in determining the charge hereunder for such month if said wells contribute allowable production that is actually produced during such month from one or more unit wells as a result of allowable transfer, inclusion in the unit allowable or other circumstances, but the total shut-in well count shall be limited to the minimum number of shut-in wells necessary to provide the contributed allowable actually produced during the month.

(5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.

(6) Wells completed in multiple horizons, shall be considered as a producing well for each separately producing horizon, providing each completion is considered a separate well by governmental or other state-wide regulatory authority.

C. The well rates for producing wells shall be applied to the individual leases; provided that, [illegible] leases covered by this Accounting Procedure [illegible] the well rates shall be applied to the [illegible] number of producing wells, irrespective of individual leases.

D. The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by applying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent successor publication Index as published by the Dominion Bureau of Statistics, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

Application of Administrative Overhead or Combined Rates - Percentage Basis

For the purpose of determining charges on a Percentage Basis under Paragraph 1B (2) or Paragraph 3 of this Section III, "cost of drilling" shall include all costs in connection with drilling, redrilling, deepening or other remedial operations on any or all wells involving the use of drilling crew and equipment, also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when well is not completed as a producer; and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 6 of this Section III. All other costs shall be considered as Operating.

~~Major Construction Overhead~~

~~For the construction of compressor plants, water stations, secondary recovery systems, drilling and production platforms and water disposal facilities, and other such projects as distinguished from the more usual drilling and~~

and producing operations, Operator in addition to the Administrative Overhead or Combined Rates provided for Paragraph 1, 2 or 3 of this Secton III shall either negotiate a rate prior to beginning of construction or shall char the Joint Account with an additional overhead charge as follows:

A. Total cost less than $25,000, no charge.

B. Total cost more than $25,000, but less than $100,000, ...*.....% of total cost.

C. Total cost of $100,000 or more, ...*..... % of the first $100,000 plus .....*..... % of all over $100,0 of total cost.

Total cost shall mean the total gross cost of any one project. For the purpose of this paragraph the component part of a single project shall not be treated separately and the cost of drilling wells shall be excluded.

* To be negotiated.

7. Amendment of Rates

The specific rates provided for in this Section III may be amended from time to time by mutual agreement betwee the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all material and services for the Joint [illegible] Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

A. New Material (Condition "A")

(1) Tubular goods, except line pipe, shall be priced on a maximum carload and/or barge load weight basis regardless of quantity transferred and equalized to the lowest prevailing price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available effective at date of transfer.

(2) Line pipe shall be priced at the current replacement cost effective at date of transfer from a reliable supply store nearest the Joint Property where such Material is normally available if the movement is less than 30,000 pounds. If the movement is 30,000 pounds or more, it shall be priced on the same basis as casing and tubing under Subparagraph (1) of this paragraph.

(3) When the Operator has equalized actual hauling costs as provided for in Paragraph 5 of Section II, Operator is permitted to include ten cents (10¢) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

(4) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f.o.b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is normally available.

(5) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

(1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.

(2) Material which is not suitable for its original function until after reconditioning shall be furnished to the Joint Account under one of the two methods defined below:

(a) Classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material. The cost of reconditioning shall be absorbed by the Operator of the transferring property.

(b) Classified as Condition "C" and priced at fifty per cent (50%) of current price of new Material. The cost of reconditioning also shall be charged to the receiving property, provided Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

(4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. In lieu of rates based on costs of ownership and operation of equipment, other than automotive, Operator may elect to use commercial rates prevailing in the area of the Joint Property less 20%; for automotive equipment, rates as published by the Petroleum Motor Transport Association may be used. Rates for laboratory services shall not exceed those currently prevailing if performed by

outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be agreed to by Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from Joint Property.

1. Material Purchased by the Operator or Non-Operators.

   Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. Division in Kind

   Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator to the Joint Account.

3. Sales to Outsiders

   Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless agreed to by Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined

   New price as used in this Section VI shall be the price specified for new Material in Section IV.

2. New Material

   New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

   Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

   A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

   B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five per cent (75%) of new price.

4. Other Used Material

   Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

   A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

   B. Is serviceable for original function but not suitable for reconditioning.

5. Bad-Order Material

   Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. Junk Material

   Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. Temporarily Used Material

   When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

   At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

   Reconciliation of inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operators only for shortages due to lack of reasonable diligence.

3. Special Inventories

   Special Inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

4. Expense of Conducting Periodic Inventories

   The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

EXHIBIT "3"
Attached to and made part of "Unit Operating Agreement"
COUNTY LINE UNIT
Sweetwater and Sublette Counties, Wyoming

INITIAL TEST WELL

A. The Initial Test Well shall be drilled at a location satisfactory to Davis Oil Company.

B. [illegible] in accordance with the terms of

C. Costs. All costs and expenses incurred in connection with the Initial Test Well, including drilling, testing, and completing into tanks, if an oil producer, or through gas separator, if a gas producer, and plugging and abandoning, if a dry hole, shall be borne and paid for by Davis Oil Company and such other parties hereto as agree to bear such costs in accordance with separate agreement among themselves, subject to the investment adjustment provisions of Article 13 of this agreement. Any cash contributions received towards the drilling of the Initial Test Well shall belong to the parties sustaining the risk of drilling the Initial Test Well.

D. Title Examination Area. The title examination area for the Initial Test Well shall comprise 640 acres, more or less, around the Initial Test Well as designated by the parties sustaining the risk of drilling the Initial Test Well.

E. Examination of Titles. The provisions of Section 18.3 notwithstanding, Unit Operator shall examine the titles to all leases, lands and interests, any portion of which fall within the designated title examination area and shall furnish copies of all title opinions and report concerning the title examination with written recommendations for approval or disapproval of the title to each committed working interest involved and thereafter the parties shall advise Unit Operator in writing within fifteen (15) days after receipt of such title opinions or reports of approval or disapproval of titles. All costs of such examination shall be charged as costs of drilling the Initial Test Well.

F. Deepening, Plugging Back. In the absence of any agreement to the contrary, the attempted completion, deepening or plugging back, and abandonment of the Initial Test Well, shall be governed by the provisions of Part 2 of Exhibit "4" of the Unit Operating Agreement.

EXHIBIT 4

Attached to and made a part of that certain agreement entitled "Unit Operating Agreement [redacted]"

Unit Area, County of [redacted], State of [redacted]

Dated this 2nd day of February, 19 58.

PART 1

DRILLING OF EXPLORATORY WELLS

1. Notice of Proposed Drilling. Any Party desiring the Drilling of an Exploratory Well on land in which it owns a Committed Working Interest shall designate the area, herein called a Drilling Block, not to exceed [redacted] acres, which, on the basis of available geological information will, in its judgment, be proved productive by the drilling of such well. Unit Operator and each Party within the Drilling Block shall be furnished with a plat and description of the area so designated, together with Unit Operator's estimate of the location, objective formation, maximum depth, and estimated cost of the proposed well. The location of said proposed well shall conform to any applicable spacing pattern then existing or an authorized exception thereto. The Drilling Block shall include no land in an established participating area for the objective formation for the well to be drilled thereon nor any land included in a proposal therefor filed with the Director, nor any land within an active, previously designated Drilling Block for such formation. The Drilling Block shall be considered active for ninety (90) days after the designation thereof and if a well is commenced thereon within such period until either:

A. The completion of the well, if it is completed otherwise than as a producer of unitized substances in paying quantities, or;

B. The filing with the Director of a proposal for the establishment or revision of a participating area if the drilling of the well results in the filing of such proposal.

2. Basis of Participation. Each Party within the Drilling Block shall be entitled to participate in the Costs of the proposed well on an Acreage Basis, but shall be required to do so only if it notifies the other Parties of its willingness so to participate as hereinafter in this Article provided.

3. Exclusion of Land From Proposed Drilling Block. Within thirty (30) days after receipt of such notice, any part of the land included in the proposed Drilling Block may be excluded therefrom at the Direction of the Parties therein. In such event the proposed Drilling Block as reduced by the exclusion of such land shall be established as the Drilling Block. In the absence of any such Direction then at the expiration of said period, the proposed Drilling Block shall be established as the Drilling Block.

4. Preliminary Notice to Join in Drilling. Within ten (10) days after the establishment of the Drilling Block, each Party within such Drilling Block shall in writing advise all other Parties therein whether or not it wishes to participate in the Drilling of the proposed well. If any Party fails to give such advice within the prescribed time, it shall be deemed to have elected not to participate in Drilling such proposed well. If all the Parties within the Drilling Block so advise that they wish to participate therein, the Unit Operator shall Drill the proposed well for the account of all such Parties.

5. Notice of Election to Drill. Unless all Parties within the Drilling Block agree to participate in Drilling such well, then, within fifteen (15) days after the expiration of the ten-day period last above provided in Section 4, each Party within the Drilling Block then desiring to have the proposed well Drilled, shall give to all other Parties therein written notice of its election to proceed with the Drilling of said well. Failure to give such notice shall be deemed an election not to participate in Drilling the well.

6. Effect of Election to Drill. If one or more, but not all of the Parties, elect to proceed with the Drilling of the well, Unit Operator shall drill the well for the account of such Party or Parties on an Acreage Basis among themselves who shall constitute the Drilling Party.

Any Party within the Drilling Block who has not previously elected to participate in the proposed well may do so by written notice given to all other Parties within the Drilling Block at any time before operations for the Drilling of the well are commenced, in which event such Party shall be included in the Drilling Party. However, such Party shall be bound by any and all Directions and Approvals theretofore given by the Drilling Party concerning the Drilling of the well.

7. Rights and Obligations of Drilling Party and Non-Drilling Party. If the well results in the establishment or enlargement of a participating area to include such well and if by reason thereof there is included in such participating area any land within the Drilling Block in which a Non-Drilling Party owns a Committed Working Interest, then such Non-Drilling Party as of the effective date of such inclusion shall be deemed to have relinquished to the Drilling Party and the Drilling Party shall own all of the operating rights and working interests in such well, and the materials and equipment pertaining thereto, which such Non-Drilling Party would otherwise own, and that portion of production from such well which is allocated to all of the acreage of such Non-Drilling Party within such participating area until such time as the proceeds or market value of said portion of the production from such well (after deducting all Lease Burdens and all taxes upon or measured by production which are payable in respect of said portion up to such time) shall equal the sum of the following:

A. One hundred per cent (100%) of that portion of the Costs incurred in operation of the well up to such time that would have been chargeable to such Non-Drilling Party with respect to its Committed Working Interest in the [redacted]

[redacted]

included in the Drilling Block as originally designated which are included within the participating area. At such time the interest relinquished by such Non-Drilling Party to such well shall revert to it. Except as above in this section provided the provisions of Article 12 dealing with Rights and Obligations of Drilling Party and Non-Drilling Party shall apply.

8. Required Drilling. If an Exploratory Well is Drilled as a required well in accordance with Section 10.4 B, the Drilling Block for such well shall consist of all forty acre subdivisions and lots of the Public Land Survey of which more than one-half of the surface area is within a distance of 2640 feet from the proposed bottom hole location of such well, but excluding therefrom all lands within a participating area theretofore established for the pool or zone to which the well is to be Drilled.

PART 2

ATTEMPTED COMPLETION, DEEPENING, PLUGGING BACK AND ABANDONMENT

1. Wells Not Completed as Producers. The attempted completion, Deepening or Plugging Back of wells not completed as producers at their projected depths, shall be governed by the following provisions, except that said provisions shall not apply to a particular well if every Party entitled to the notice provided for in Subdivision A hereof has consented to abandonment and plugging of such well:

A. Notice by Unit Operator. Before abandoning a Development Well which has been Drilled to its projected depth but not completed as a producer, Unit Operator shall give notice thereof to each Party within the participating area involved. After a well other than a Development Well has reached its projected depth and been tested, but before production pipe has been set therein, Unit Operator shall give notice thereof to each Party who participated in Drilling the well, and to each additional Party, if any, who was entitled to participate therein, but elected not to do so. Each notice provided for in this section shall be given by telegraph or telephone.

[redacted] [redacted] [redacted]

B. Right to Attempt Completion, Deepen or Plug Back. Each Party who participated in the Drilling of a well concerning which notice is given in accordance with Subdivision A hereof, and any other Party owning a Committed Working Interest in the tract of land on which the well is located, may initiate a proposal to attempt the completion of, or to Deepen or Plug Back such well; provided, however, that if the well was Drilled as a Development Well, a proposal to Deepen or Plug Back the well may be initiated only by a Party owning a Committed Working Interest in the tract of land on which the well is located. In order to be entitled to participate in a proposed operation, a Party must have the right to initiate the same or must own a Committed Working Interest in the Drilling Block theretofore established for such well or, if no Drilling Block has theretofore been established for such well, in the Drilling Block established for such Deepening or Plugging Back operation as provided in the following paragraph C.

C. Time and Manner of Initiating Proposal. A period of twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) from and after receipt of the notice referred to in Subdivision A of this paragraph 1 shall be allowed within which a Party may initiate a proposal to complete, Deepen or Plug Back and, except in the case of a proposal to complete a well Drilled as a Development well, designate a Drilling Block for such proposed operation, if one has not previously been designated for such well. Any such proposal shall be initiated by giving notice thereof by telephone or telegraph to each Party entitled to participate in the proposed operation. If no such proposal is initiated within the period allowed therefor, Unit Operator shall abandon and plug the well.

D. Election. If a proposal is initiated by a Party entitled to participate in any completing, Deepening or Plugging Back operation [illegible] twenty-four (24) hours [illegible] for an exploratory well) and to notify Unit Operator by telephone or telegraph whether or not it elects to participate in the proposed operation. The failure of a Party to signify its election within the time required shall be deemed to constitute an election not to participate in the proposed operation.

E. Effect of Election. The Party or Parties electing to participate in an attempt to complete, or to Deepen or Plug Back, a well as above provided shall constitute the Drilling Party for such operation. Each Party who is entitled to make such election but fails to do so as above provided, shall be deemed to have elected not to participate in such operation, and shall be a Non-Drilling Party in respect of such operation. Such operation shall be conducted by Unit Operator for the account of the Party or Parties constituting the Drilling Party on an acreage basis among themselves, subject, however, to the provisions of paragraph 4 of Part 2 of this Exhibit 4, dealing with Conflicts, and paragraph 5 of Part 2 of this Exhibit 4 dealing with Deepening or Plugging Back to Participating Area.

F. Stand-By Rig Time. Stand-by time paid for the rig on a well until expiration of the period of forty-eight (48) hours allowed for the initiation of and election to participate in an attempt to complete, or to Deepen or Plug Back, such well, shall be charged and borne as part of the Costs incurred in Drilling the well. Thereafter such stand-by time shall be charged to and borne by the Party or Parties who elect to participate in the attempt to complete, or to Deepen or Plug Back, the well, whether or not such Party or Parties shall proceed with such operation. However, if the Party or Parties making such election do not proceed with the operation, the Costs incurred in plugging the well shall be charged and borne as part of the Costs incurred in Drilling the well.

2. Abandonment of Producing Wells. A well completed as a producer of Unitized Substances within a participating area shall be abandoned for plugging if and when abandonment thereof receives the Approval of the Parties within such participating area, subject, however, to the provisions of paragraph 3 hereof concerning Deepening, or Plugging Back Abandoned Producing Wells. The abandonment of a well completed as a producer but not included in a participating area shall be governed by the following provisions:

A. Consent Required. Such a well shall not be abandoned for production from the pool or zone in which it is completed except with the consent of all Parties then owning the well.

B. Abandonment Procedure. If the abandonment of such a well receives the Approval of the Parties who own the well, but is not consented to by all such Parties, Unit Operator shall give written notice thereof to each Party then having an interest in the well who did not join in such Approval. Any such non-joining Party who objects to abandonment of the well (herein called non-abandoning Party) may give written notice thereof to all other Parties (herein called abandoning Parties) then having interests in the well, provided such notice is given within thirty (30) days after receipt of the notice given by Unit Operator. If such objection is so made, the non-abandoning Party or Parties shall forthwith pay to the abandoning Parties their respective shares of the Salvage Value of the well. Upon the making of such payment, the abandoning Parties shall be deemed to have relinquished unto the non-abandoning Party or Parties all their operating rights and working interest in the well, but only with respect to the pool or zone in which it is then completed, and all their interest in the materials and equipment in or pertaining to the well. If there is more than one non-abandoning Party, the interest so relinquished shall be owned by the non-abandoning Parties, each in the proportion that its interest in the well bears to the combined interest therein of all non-abandoning Parties immediately prior to such relinquishment.

C. Rights and Obligations of Non-Abandoning Party. After the relinquishment above provided for, such well shall be operated by Unit Operator for the account of the non-abandoning Party or Parties, who shall own all Production therefrom and shall bear all Costs, Lease Burdens and other burdens thereafter incurred in operating the well and plugging it when abandoned (unless the well is taken over for Deepening or Plugging Back as hereinafter provided), and also the Costs of any additional tankage, flow lines or other facilities needed to measure separately the Unitized Substances produced from the well; said operating Costs shall include an overhead charge computed at the highest per well rate applicable to the operation of a single producing well in accordance with Exhibit 2, if such rate is provided.

D. Option to Repurchase Materials. If a well taken over by the non-abandoning Party or Parties as above provided is abandoned for plugging within six (6) months after relinquishment by the abandoning Parties of their interests therein, each abandoning Party shall have the right at its option to repurchase that portion of the materials and equipment salvaged from the well equal to the interest relinquished by it to the non-abandoning Party or Parties, at the value fixed therefor in accordance with Subdivision B of this section. Said option may be exercised only by written notice given to Unit Operator and the non-abandoning Party or Parties within fifteen (15) days after receipt of the notice given by Unit Operator pursuant to paragraph B hereof.

3. Deepening or Plugging Back Abandoned Producing Wells. Before abandoning for plugging any well completed as a producer of Unitized Substances, Unit Operator shall, (A) if the well is within a Participating Area, give written notice thereof to the Party or Parties owning Committed Working Interests in the tract of land on which the well is located, or (B) if the well is not within a Participating Area, give written notice thereof to each Party then owning an interest in the well and to each additional Party, if any, owning Committed Working Interests in the tract of land upon which the well is located. If no Drilling Block has previously been established for such well and a Party receiving such notice desires the Deepening or Plugging Back thereof, it shall, within fifteen (15) days after receipt of such notice, proceed with the establishment of a Drilling Block for such well as provided in paragraphs 1 and 3 of Part 1 of this Exhibit 4. Within ten (10) days after receipt of such notice, if a Drilling Block has previously been established for such well, or if not previously established, within ten (10) days after a Drilling Block is established for such well, the Party desiring the Deepening or Plugging Back of such well shall give notice thereof in accordance with paragraph 1 of Part 1 of this Exhibit 4 and [illegible] of the provisions of paragraphs A, B and C of Part 1 of this Exhibit 4 shall apply to the same manner as if the proposal were originally to Deepen or Plug Back such well. The failure of any Party owning a Committed Working Interest in the Drilling Block to participate in the Deepening or Plugging Back operation shall be governed by the provisions of paragraph 4 of Part 2 of this Exhibit 4, dealing with Conflicts, and paragraph 5 of Part 2 of this Exhibit 4, dealing with Deepening or Plugging Back to a Participating Area. If no Party elects to Deepen or Plug Back as provided within said period of ten (10) days, or if such notice is given but no Party elects to proceed with the Deepening or Plugging Back of the well within ten (10) days thereafter, Unit Operator shall plug and abandon the well for the account of the Party or Parties owning the well.

4. Conflicts. If conflicting elections to attempt completion, Deepen, or Plug Back are made in accordance with the preceding provisions of Part 2 of this Exhibit 4, preference shall be given first to a completion attempt and then to Deepening. However, if a completion attempt, a Deepening or Plugging Back does not result in completion of the well as a producer, Unit Operator shall again give notice in accordance with Subdivision A of paragraph 1 of Part 2 of this Exhibit 4 before abandoning the well for plugging.

5. Deepening or Plugging Back to Participating Area. If a well within the surface boundaries of a participating area is to be Deepened or Plugged Back to a pool or zone for which such participating area has been established, such op-

eration may be conducted only if it receives the Approval of the Parties within such participating area, and upon such terms and conditions as may be specified in such Approval.

5. Rights and Obligations of Drilling Party and Non-Drilling Parties. Whenever an attempt to complete a well Drilled as a Development Well is made otherwise than for the account of all Parties entitled to participate therein, the provisions of Article 12 dealing with Rights and Obligations of Drilling Party and Non-Drilling Parties shall apply.

Whenever either (1) an attempted completion of a well which was not Drilled as a Development well is made or (2) a well is Deepened or Plugged Back, otherwise than for the account of all Parties entitled to participate therein, the provisions of paragraph 7 of Part I of this Exhibit 4 dealing with Rights and Obligations of Drilling Party and Non-Drilling Parties shall apply to the operations conducted the same as if such operations comprised Drilling operations.

EXHIBIT "5"
Attached to and made part of "Unit Operating Agreement"
COUNTY LINE UNIT
Sweetwater and Sublette Counties, Wyoming

INSURANCE

Unit Operator shall carry insurance for the benefit and at the expense of signatory Parties hereto as follows:

A. Workmen's Compensation Insurance in accordance with the laws of the State of Wyoming to include Employer's Liability Insurance with limits of not less [illegible]

[illegible] Liability (Bodily Injury) Insurance with limits of not less than $250,000.00 for each person, and $500,000.00 for each accident, and Public Liability (Property Damage) Insurance with limits of $100,000.00 for one accident and $100,000.00 for any number of accidents.

C. Automobile Public Liability Insurance covering all automotive equipment used under this agreement, with limits of not less than $250,000.00 for bodily injury for one person and $500,000.00 for more than one person in any one accident, and $50,000.00 for property damage in any one accident. (If automotive equipment used is owned exclusively by Unit Operator, no charge will be made to the joint account for premiums for this coverage except as provided in Section IV, Paragraph 5 of the Accounting Procedure - Exhibit 2).

Except as authorized by Section 16.2 and by this Exhibit 5, Unit Operator shall not make any charge to the joint account for insuracne premiums. Losses not covered by Unit Operator's insurance (or by insurance required by this agreement to be carried for the benefit and at the expense of the Parties nereto) shall be charged to the joint account.

EXECUTIVE ORDER 11246

PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor 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 contractor'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 contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor 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 contractor'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 contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 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 contractor will include the provisions of Paragraph (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 Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Form 201 11-71

Exhibit "7"

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Building, 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;
Both of Denver, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided one percent (1%) to PAUL MESSINGER, and an undivided one-half of one percent (.5%) to MARLIS E. SMITH, being a total of 1.5% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease or any extensions or renewals thereof, to-wit:

D-6400 Oil and Gas Lease effective October 1, 1969, from the United States of America, as Lessor, to Norman L. Parker, as Lessee, bearing Serial No. W-21038 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 10: Lots 1, 2, 3

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 6th day of April, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

Evidence of authority of Attorney in Fact is filed in W-56943 and such authority is still in effect.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of April, 1976 by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
March 26, 1978

153389

RECORDED April 6 19 76 3:15 PM
IN BOOK Oil & Gas Lease PAGE 554
FEE $3.25 Dora J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

W 5.00

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

555

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 consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto: Paul Messinger, Marlis E. Smith, Alan R. Smith, and John H. Melby all of Denver, Colorado, hereinafter called "Assignee", an overriding royalty interest of an undivided .5% to Paul Messinger, an undivided .5% to Marlis E. Smith, an undivided .25% to Alan R. Smith, and an undivided .25% to John H. Melby being a total of 1.5% of all oil, gas and casinghead gas produced, saved and marketed from the oil and gas leases described in said Exhibit "A", attached hereto and made a part hereof, insofar as said interests and leases respectively cover the land specifically described in said 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 15th day of March, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis Attorney in Fact

Evidence of authority of Attorney in Fact is filed in W-56943 and is still in effect.

STATE OF COLORADO)
: ss.
CITY AND COUNTY OF DENVER)

ON This 15th day of March, 1976, 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.

_____
Patricia Graul, Notary Public

My Commission Expires
May 23, 1978

PG;ss 3-15-76

153390

RECORDED April 12 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 555
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6153	USA W-42281	640,00	12-1-73	Township 30 North, Range 109 West, 6th P. M. Section 29: All		
D-6154-1	USA W-5634-A	640.00	5-1-67	Township 29 North, Range 109 West, 6th P. M. Section 5: All		
D-6155-1	USA W-5750-A	640,00	6-1-67	Township 29 North, Range 109 West, 6th P. M. Section 10: All		
D-6156-1	USA W-5627-A	640.00	5-1-67	Township 29 North, Range 108 West, 6th P. M. Section 33: All		
D-6157	USA W-4503	640,00	4-1-67	Township 28 North, Range 108 West, 6th P. M. Section 17: All		

556

W 51.25

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

557

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 consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto: Paul Messinger, Marlis E. Smith, Alan R. Smith, and John H. Melby all of Denver, Colorado, hereinafter called "Assignee", an overriding royalty interest of an undivided .5% to Paul Messinger, an undivided .5% to Marlis E. Smith, an undivided .4% to Alan R. Smith, and an undivided .4% to John H. Melby being a total of 1.8% of all oil, gas and casinghead gas produced, saved and marketed from the oil and gas leases described in said Exhibit "A", attached hereto and made a part hereof, insofar as said interests and leases respectively cover the land specifically described in said 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 15th day of March, 1976.

Evidence of authority of Attorney in Fact is filed in W-56943 and is still in effect.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis Attorney in Fact

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

ON this 15th day of March, 1976, 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.

Patricia Graul
Patricia Graul, Notary Public

MY Commission Expires
May 23, 1978

PG:ss 3-15-76

153391

RECORDED April 12, 19 76 9:02 A.M
IN BOOK 52 Oil & Gas Lease PAGE 557
FEES $ 5.25 Ila D. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6335	USA W-2093	224.86	11-1-66	Township 30 North, Range 110 West, 6th P. M. Section 10: Lot 3 Section 12: Lots 6, 7, 8, SE¼SE¼ Section 15: Lot 9 Section 22: Lot 1 Section 29: Lot 7 Section 30: Lot 7 Township 31 North, Range 110 West, 6th P. M. Section 34: Lot 8, Also that portion of the New Fork Rvr. Bed of the New Fork River riparian to Lot 9 in Sec. 15 and Lot 1 in Sec. 22, T30N-R110W, 6th P. M. Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 14 and 15 on the left bank of the New Fork River, thence with the meanders down stream, S. 32½° W. 5.50 chains; thence S. 9¼° E. 8.50 chains; thence S. 11° 37' E. 3.78 chains to the meander corner to fractional sections 15 and 22 on the left bank of the New Fork River; thence with the meanders in section 22 downstream along the left bank of the New Fork River, S. 37° 55' E. 1.29 chains to the meander corner to fractional sections 22 and 23; thence southwesterly 3.50 chains, more or less, along a normal run from the meander corner to fractional sections 22 and 23 on the left bank of the New Fork River perpendicular to the medial line; thence upstream along said medial line to the point of intersection of said medial line and a normal run from the meander corner to fractional sections 14 and 15 on the left bank of the New Fork River perpendicular to said medial line; thence southeasterly 3.50 chains, more or less, along said normal to the meander corner to fractional sections 14 and 15 on the left bank of the New Fork River, the point of beginning, containing 6.00 acres, more or less. That portion of the Bed of the Green River riparian to Lot 8 in Section 34, T31N-R110W, 6th P. M., Wyoming, more particularly described as follows: Beginning at the meander corner to fractional sections 3 and 34 on		

558

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6335 cont.				the south boundary to T31N-R110W, 6th P. M. Wyoming, on the left bank of the Green River, thence with the meanders upstream, N.42° E. 8.00 chains, thence N. 76 3/4° E. 5.00 chains, thence S. 53° E. 6.00 chains, thence N. 51½° E. 9.00 chains; thence N. 10° E. 9.50 chains, more or less, to the intersection of the north line of lot 8 and the left bank of the Green River; thence westerly 5.50 chains, more or less, along a normal run from the point of intersection of the north line of lot 8 and the left bank of the Green River perpendicular to the medial line of the Green River, to the point of intersection of said normal and said medial line; thence downstream along said medial line to the point of intersection of said medial line and a normal run from the meander corner to fractional sections 3 and 34 on the south boundary to T31N-R110W, 6th P. M., Wyoming, on the left bank of the Green River perpendicular to said medial line; thence easterly 2.50 chains, more or less, along said normal to the meander corner to fractional sections 3 and 34 on the south boundary to T31N-R110W, 6th P. M. Wyoming, on the left bank of the Green River, to the point of beginning, containing 10.56 acres, more or less.		
D-6339	USA W-4507	2552.03	4-1-67	Township 30 North, Range 110 West, 6th P. M. Section 11: Lots 2, 3, 4, N½, W½SW¼, NW¼SE¼, NE¼SW¼ Section 13: Lots 1, E½, E½W½, SW¼NW¼, W½SW¼ Section 15: Lots 2, 3 Section 20: N½NE¼ Section 21: Lots 2, 3, 5, N½NW¼ Section 22: SE¼SE¼ Section 23: NE¼, E½NW¼, S½ Section 27: Lot 3, E½NE¼, SW¼NE¼, SE¼NW¼, S½		
D-6340	USA W-4508	1280.00	4-1-67	Township 30 North, Range 110 West, 6th P. M. Section 25: All Section 26: All		

559

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6341	USA W-4509	1584.26	4-1-67	Township 30 North, Range 110 West, 6th P. M. Section 3: Lot 1, SE¼NE¼, E½SE¼ Section 4: Lots 3, 4, S½[illegible]¼, W½SE¼ Section 5: All Section 9: Lots 2, 3, W½		
D-6342	USA W-4510	2514.48	4-1-67	Township 30 North, Range 110 West, 6th P. M. Section 7: All Section 8: All Section 17: All Section 18: All		
D-6343	USA W-4511	2459.74	4-1-67	Township 30 North, Range 110 West 6th P. M. Section 6: All Township 31 North, Range 110 West 6th P. M. Section 30: All Section 31: All Section 32: All		
D-6344	USA W-4512	2323.04	4-1-67	Township 31 North, Range 110 West 6th P. M. Section 19: All Township 31 North, Range 111 West, 6th P. M. Section 2: SW¼NW¼, NW¼SW¼ Section 11: S½NW¼ Section 13: S½N½, SE¼, N½SW¼, SE¼SW¼ Section 24: All Section 25: N½, N½SE¼, SE¼SE¼, NW¼SW¼		
D-6345	USA W-4515	920.00	4-1-67	Township 31 North, Range 111 West, 6th P. M. Section 14: E½, SW¼, SE¼NW¼ Section 15: SW¼, N½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼		
D-6346	USA W-4516	1840.00	4-1-67	Township 31 North, Range 111 West, 6th P. M. Section 22: W½, SE¼, S½NE¼, NW¼NE¼ Section 23: E½, SW¼, E½NW¼, SW¼NW¼ Section 26: All		

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6355	USA W-4579	342.46	5-1-67	Township 30 North, Range 110 West, 6th P. M. Section 14: Lots 4, 5, 7, NW¼NW¼, SE¼, SE¼NE¼, SE¼SW¼		
D-6358	USA W-5171	310.61	5-1-67	Township 30 North, Range 110 West, 6th P. M. Section 28: Lots 6, 7, 8, 9, S½S½		
D-6364	USA W-5632	1920.00	5-1-67	Township 29 North, Range 109 West, 6th P. M. Section 20: All Section 22: All Section 28: All		
D-6365	USA W-5633	2504.81	5-1-67	Township 29 North, Range 109 West, 6th P. M. Section 3: SE¼, S½SW¼ Section 7: All Section 11: All Section 15: W½ Section 17: All		
D-6366	USA W-5635	2466.16	5-1-67	Township 30 North, Range 109 West, 6th P. M. Section 19: All Section 30: All Section 32: All Section 33: N½, N½S½		
D-6367	USA W-5636	958.44	5-1-67	Township 29 North, Range 110 West, 6th P. M. Section 1: All Section 12: N½		
D-6368	USA W-5637	1932.41	5-1-67	Township 31 North, Range 110 West, 6th P. M. Section 6: E½SW¼ Section 7: NE¼SW¼ Section 17: E½SE¼ Section 18: Lots 2, 3, 4, SE¼NW¼, E½SW¼, W½SE¼, SE¼SE¼ Section 20: SW¼, W½SE¼, S½NW¼, NW¼NW¼ Section 28: SW¼NW¼, SW¼SW¼ Section 29: All Section 33: W½		

EXHIBIT "A"

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6369	USA W-5638	1002.49	5-1-67	Township 32 North, Range 110 West, 6th P. M. Section 31: All Section 32: NW¼, N½NE¼, SW¼NE¼, N½SW¼, SW¼SW¼		
D-6333	State of Wyoming 67-4667	320.00	5-2-67	Township 31 North, Range 111 West, 6th P. M. Section 16: E½		
D-6331	State of Wyoming 67-4233	640.00	5-2-67	Township 29 North, Range 109 West, 6th P. M. Section 16: All		
D-6330	State of Wyoming 67-3223	716.49	4-2-67	Township 30 North, Range 110 West, 6th P. M. Section 22: Lot 8 Section 23: Lot 2 Section 36: All		
D-6327	State of Wyoming 67-3216	520.00	4-2-67	Township 31 North, Range 111 West, 6th P. M. Section 11: NE¼NW¼ Section 36: N½, SE¼		
D-6371-A	Newcomb Land & Cattle Company, Inc. et al	1639.72	4-13-67	Township 31 North, Range 111 West, 6th P. M. Section 1: Lots 3, 4, S½NW¼, SW¼ Except 1 Acre in SE¼SW¼ Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 11: N½NE¼ Section 12: N½NW¼, Except 1 acre in NE¼NW¼	41	425
D-6371-B	Ted C. Frome et ux	1639.72	4-13-67	Township 31 North, Range 111 West, 6th P. M. Section 1: Lots 3, 4, S½NW¼, SW¼ Except 1 Acre in SE¼SW¼ Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 11: N½NE¼ Section 12: N½NW¼, Except 1 acre in NE¼NW¼	41	425
D-6371-C	Doyle F. Child et ux	1639.72	4-13-67	Township 31 North, Range 111 West, 6th P. M. Section 1: Lots 3, 4, S½NW¼, SW¼ Except 1 acre in SE¼SW¼ Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 11: N½NE¼ Section 12: N½NW¼, Except 1 acre in NE¼NW¼	41	425

562

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6372	Robert L. Miller et ux	880.00	4-17-67	Township 31 North, Range 111 West 6th P. M. Section 11: S½NE¼, SE¼ Section 12: S½, S½N½ Section 13: N½N½	41	30
D-6373	Mack V. Smith et ux	480.00	4-13-77	Township 31 North, Range 111 West, 6th P. M. Section 11: SW¼ Section 14: N½NW¼, SW¼NW¼ Section 15: SE¼NE¼, NW¼	41	307
D-6336	USA W-4502	2240.00	4-1-67	Township 28 North, Range 108 West, 6th P. M. Section 15: All Section 20: All Section 21: All Section 22: S½		
D-6337	USA W-4504	2560.00	4-1-67	Township 28 North, Range 108 West, 6th P. M. Section 25: All Section 26: All Section 27: All Section 28: All		
D-6338	USA W-4505	1920.00	4-1-67	Township 28 North, Range 108 West, 6th P. M. Section 29: All Section 33: All Section 34: All		
D-6347	USA W-4535	1911.19	5-1-67	Township 27 North, Range 106 West, 6th P. M. Section 29: All Section 31: All Section 32: All		
D-6348	USA W-4536	1360.00	5-1-67	Township 27 North, Range 107 West, 6th P. M. Section 24: All Section 25: All Section 26: E½SE¼ Section 19: All		

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6349	USA W-4537	1800.00	4-1-67	Township 27 North, Range 107 West, 6th P. M. Section 23: All Section 26: NE¼, SW¼, W½SE¼, N½NW¼, SE¼NW¼ Section 27: All		
D-6350	USA W-4538	1907.32	4-1-67	Township 27 North, Range 107 West, 6th P. M. Section 19: All Section 20: All Section 21: All		
D-6351	USA W-4539	1908.20	4-1-67	Township 27 North, Range 107 West, 6th P. M. Section 10: All Section 15: All Section 18: All		
D-6352	USA W-4540	2477.68	4-1-67	Township 27 North, Range 107 West, 6th P. M. Section 4: All Section 5: All Section 7: E½ Section 8: N½, N½SE¼, SE¼SE¼ Section 17: W½, N½SE¼, SW¼NE¼		
D-6353	USA W-4541	2215.53	4-1-67	Township 27 North, Range 107 West, 6th P. M. Section 6: All Section 7: Lots 1, 2, 3, 4, E½W½ Township 27 North, Range 108 West, 6th P. M. Section 1: All Section 12: All		
D-6354	USA W-4542	2555.14	4-1-67	Township 27 North, Range 108 West, 6th P. M. Section 2: All Section 3: All Section 11: All Section 13: All		
D-6356	USA W-4599	629.67	4-1-67	Township 28 North, Range 107 West, 6th P. M. Section 31: All		

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6357	USA W-4618	640.00	4-1-67	Township 28 North, Range 108 West, 6th P. M. Section 23: All		
D-6359	USA W-5626	2465.20	5-1-67	Township 28 North, Range 108 West, 6th P. M. Section 5: Lots 1, 2, 3, 4, S½S½ Section 6: Lots 1, 2, 3, 4, 5, SE¼SW¼, S½SE¼ Section 7: All Section 18: All Section 19: All		
D-6156	USA W-5627	1920.00	5-1-67	Township 28 North, Range 108 West, 6th P. M. Section 8: All Section 9: All Township 29 North, Range 108 West, 6th P. M. Section 32: All		
D-6360	USA W-5628	1900.08	5-1-67	Township 29 North, Range 108 West, 6th P. M. Section 19: All Section 29: All Section 31: All		
D-6361	USA W-5629	1772.43	5-1-67	Township 28 North, Range 109 West, 6th P. M. Section 1: Lots 3, 4, S½SW¼ Section 2: Lots 1, 2, 3, 4, S½S½ Section 3: Lots 1, 2, 3, 4, S½S½ Section 13: All Township 29 North, Range 109 West, 6th P. M. Section 34: N½NW¼, S½		
D-6362	USA W-5630	1920.00	5-1-67	Township 29 North, Range 109 West, 6th P. M. Section 25: All Section 27: All Section 35: All		

EXHIBIT "A"

Sublette County, STATE OF Wyoming

DAVIS LEASE NO.	LESSOR	GROSS ACRES	DATE	DESCRIPTION	BOOK	PAGE
D-6363	USA W-5631	2560.00	5-1-67	Township 29 North, Range 109 West, 6th P. M. Section 13: All Section 14: All Section 23: All Section 24: All		
D-6155	USA W-5750	655.62	6-1-67	Township 29 North, Range 109 West, 6th P. M. Section 9: All Township 30 North, Range 110 West, 6th P. M. Section 14: Lot 1		
D-6370	USA W-8708	320.00	10-1-67	Township 27 North, Range 107 West, 6th P. M. Section 14: S½		
D-6334	State of Wyoming 68-19474	560.00	5-2-67	Township 27 North, Range 107 West, 6th P. M. Section 8: E½SW¼, SW¼SE¼ Section 16: W½ Section 17: E½NE¼, NW¼NE¼		566
D-6332	State of Wyoming 67-4645	640.00	5-2-67	Township 28 North, Range 108 West, 6th P. M. Section 36: All		
D-6329	State of Wyoming 67-3221	640.00	4-2-67	Township 28 North, Range 108 West, 6th P. M. Section 16: All		
D-6328	State of Wyoming 67-3220	360.00	4-2-67	Township 27 North, Range 107 West, 6th P. M. Section 8: SW¼SW¼ Section 16: E½		
D-6154	USA W-5634	1194.26	5-1-67	Township 29 North, Range 109 West, 6th P. M. Section 3: Lots 1, 2, 3, 4, S½N½, N½SW¼ Section 4: All Township 30 North, Range 109 West, 6th P. M. Section 33: S½S½		
D-6192	USA W-4569	1957.98	4-1-67	Township 30 North, Range 111 West, 6th P. M. Section 1: All Section 12: All Section 2: All Section 13: NW¼,NW¼		

[redacted] 12/6 [redacted] 415

Producers K 75

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

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of March, 19 76

by and between Max Boroff and Marion Boroff, husband and wife

Daniel, Wyoming 83115, Boroff Land and Livestock, Inc., a Wyoming corporation, hereinafter called lessor (whether one or more) and

INTER-AMERICAN PETROLEUM CORPORATION & Thomas A. Chorney, Denver, Colo., hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products all that certain tract of land together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 34 North, Range 111 West

Section 8: NE¼SE¼, S½SE¼
Section 9: SE¼NE¼, S½
Section 10: S½S½
Section 15: NW¼NW¼
Section 17: NE¼, E½NW¼

840.00

It is agreed that this lease shall remain in force for a term of Seven (7) 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 12th day of March, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Eight 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. 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 that 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.

3W-955

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.

(SEAL)

Max Boroff (SEAL)

Max Boroff (SEAL)

ATTEST: (SEAL)

By: (SEAL)

Marion Boroff (SEAL)

Marion Boroff (SEAL)

Boroff Land and Livestock, Inc. (SEAL)

By: President

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming

STATE OF ~~NEBRASKA~~ Wyoming } SS.
COUNTY OF Sublette

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 1976, personally appeared Max Boroff and his wife and Marion Boroff, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires April 14, 1977 Notary Public

(SEAL)

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 Wyoming }
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of April, A. D. 19 76, before me personally appeared Max Boroff and Marion Boroff to me personally known, who, being by me duly sworn, did say that he is the ..... of Boroff Land and Livestock, 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 Max Boroff and Marion Boroff acknowledged said instrument to be the free act and deed of said corporation.

..... as of April A. D. 19 76

Notary Public

My Commission Expires April 14, 1977

153473

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

By ..... Deputy

April 19, 76 8:00 A.M.
52 Oil & Gas Leases 568
$4.75 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Marilyn Linton

When recorded return to

[redacted] OIL AND [redacted]S LEASE

BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 15th day of March, 19 76

by and between Mary H. Pape, Individually and as Executrix of the Estate of Lester Pape
Box 44, Daniel, Wyoming 83115

, hereinafter called lessor (whether one or more) and

Inter-American Petroleum Corporation & Thomas A. Chorney, Denver, Colorado, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

Township 34 North, Range 111 West
Section 4: Lots 1,2,3, S½N½, SE¼, E½SW¼, NW¼SW¼
Section 5: SE¼NE¼, NE¼SE¼
Section 9: N½N½

Township 35 North, Range 111 West
Section 33: E½

1116.17

ten (10)

or all such land, is produced from said land by the lessee, the same to be paid for as royalty.

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

First. To 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 15th day of March, 1977, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the
State Bank of Big Piney Bank at Big Piney, Wyoming
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of
One thousand, one hundred sixteen and 17/100 - 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.

3W-956

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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Mary H. Pape, Individually and as Executrix of the Estate of Lester Pape (SEAL)

(SEAL)

STATE OF WYOMING
COUNTY OF Sweetwater } 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 30th day of March, 19 76, personally appeared Mary H. Pape

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: January 16, 1978

(SEAL)

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

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

My Commission Expires

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

My Commission expires

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

By Deputy

April 19, 1976 9 o'clock
52 and a Has Leave 570
425 Reg. Yates COUNTY CLERK
CARBON COUNTY, RAWLINS, WYOMING
by Marilyn Porter

When recorded return to

[redacted] [redacted] [redacted]

Producers 88

OIL AND GAS LEASE

KUSTEL BLUE PRINT CO.
154 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 15th day of March, 1976
by and between Lester Pape & Son Ranches, Inc.
Box 44, Daniel, Wyoming 83115

hereinafter called lessor (whether one or more) and Inter-American Petroleum Corporation & Thomas A. Chorney, Denver, Colorado, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

Township 34 North, Range 111 West
Section 4: Lot 4
Section 5: Lots 1,2,3,4, S½NW¼, SW¼NE¼, NW¼SE¼, NE¼SW¼

Township 35 North, Range 111 West
Section 32: SE¼SW¼, S½SE¼, NE¼SE¼
Section 33: W½SW¼

638.18

In consideration that the above described land is leased for a period of ten (10) years, or either of them, as 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 15th day of March, 1977, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six hundred thirty eight and 18/100 - - -

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 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. 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.

ATTEST:

Mary H. Pape, Secretary

LESTER PAPE & SON RANCHES, INC.

By: Norman F. Pape, President

(SEAL)

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) 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 WYOMING)
County of Sweetwater) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 30th day of March A. D. 19 76, before me personally appeared Norman F. Pape, to me personally known, who, being by me duly sworn, did say that he is the President of Lester Pape & Son Ranches, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

President

30th March 76

(SEAL)

Notary Public

My Commission expires .....

253674

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

By ..... Deputy

FILED April 19, 1976 8:00 AM
Book 52 of Misc Page 572
Fee $4.75 Neil J. Yake COUNTY CLERK
by Marilyn Lenion

When recorded return to

.....

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-51671

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

CITIES SERVICE COMPANY
P. O. Box 300
Tulsa, Oklahoma 74102

01X6- 4904659

File 4904659

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

153510

RECORDED April 22 1976 9:22 A.M.
IN BOOK 52 of D Lse PAGE 574
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

State of Wyoming, County of Sublette

T. 30 N., R. 114 W., 6th Prin. Mer.

Sec. 13: S½SE¼
Sec. 14: E½NE¼

Containing a total of 160.00 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 3rd day of October, 19 75

C. E. Strange
(Assignor's Signature)

C. E. Strange

P. O. Box 61
(Assignor's Address)

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 JAN 1 1976 By Edward L. Webb
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

FEB 4 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 [X] Individual [ ] Municipality [ ] Association [X] Corporation A DELAWARE CORPORATION
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
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 29 day of December , 19 75

EVIDENCE OF AUTHORITY OF ATTORNEY
IN FACT IS IN CORPORATE QUALIFICATION
FILE NO. 045184-A.

CITIES SERVICE COMPANY

BY: Mark F. Payton
(Assignee's Signature)
Mark F. Payton Attorney in Fact

*Attorney in Fact certifies that he will not receive any interest in the leasehold conveyed herein when approved.

Cities Service Company
P.O. Box 300
Tulsa, Oklahoma 74102
(Address, include zip code)

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

RETURN TO
CITIES SERVICE COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

947

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

1 If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) 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 not, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of October , 1975 , personally appeared C. E. Strange

and

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

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

My Commission Expires

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

Betty J. Slick
Notary Public

576

GPO 831-821

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Dorothy Langley
7777 Forest Lane, Suite 309, Dallas, Texas 75230, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number #72-37686,

and covering land situate in Sublette County, Counties, described as follows: **153564**

Township 27 North, Range 115 West., 6th P.M.
Pt.Res.Tr.40(Orig.E½ Sec.16)

RECORDED April 26, 19 76 Two P.M.
IN BOOK 52 of Misc PAGE 578
FEES $10 Lois J. Upke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Denton

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 Cities Service 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:

Same as above

01X6- 4904805
File 4904805

and containing 320.00 acres, more or less, reserving, however, unto assignor a five percent (5%) of eight-eights (8/8) overriding royalty interest

TO HAVE AND TO HOLD unto the said Cities Service 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 30th day of January, 1976.

WITNESS:

Dorothy Langley
Assignor-Lessee

By
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Texas
County of Dallas } ss.

On this 30th day of January, A. D. 19 76, before me personally appeared Dorothy Langley 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 January, A. D. 19 76.

(SEAL)

Richard McClure
Notary Public

My Commission expires: August 12, 1977

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 45 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 overriding royalties or other encumbrances.

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

(SEAL)

Notary Public

My Commission expires: .....

payment of any overriding royalty

Assignment approved by Board of Land Commissioners: April 1, 1976 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: April 2, 1976

(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.)

578

pb/

10M—8-73

529

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, A. W. RUTTER, JR., , assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-14671, and covering land situate in Sublette County, Counties, described as follows: 153565

T-31-N R-112-W 6th P. M.

Section 36: All

RECORDED April 26 19 76 at 10 A.
IN BOOK 52 Misc Lse PAGE 579
FEES $7.50 Lois J. Yake COUNTY CLK.
SUBLETTE COUNTY WYO.
by Marilyn Rutter

and containing -640- 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 CITIES SERVICE 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:

T-31-N R-112-W 6th P. M.

Section 36: All

OIX6- 4901809
File 4901809

and containing --640-- acres, more or less, reserving, however, unto assignor a production payment of 5% of 8/8ths as more fully described in the rider attached hereto.

TO HAVE AND TO HOLD unto the said Cities Service 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 -3rd- day of February, 1976

WITNESS:

A. W. Rutter, Jr. Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of TEXAS
County of MIDLAND } ss.

On this -3rd- day of February, A. D. 19 76, before me personally appeared A. W. Rutter, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this -3rd- day of February, A. D. 19 76.

(SEAL)

Notary Public

My Commission expires: June 1, 1977

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

payment of any overriding royalty
Assignment approved by Board of Land Commissioners: April 1, 1976 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: April 2, 1976

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

10M—8-73 [redacted] pb [redacted] [redacted]

Assignor hereby excepts and reserves unto himself, his heirs and assigns, a Production Payment payable out of an undivided ---5% of 8/8ths---- of the oil and gas produced, saved and sold by Assignee from the assigned premises by virtue of the above described oil and gas lease, and all extensions and renewals thereof, free and clear of all development, production, marketing and operating expenses and charges of any nature, save and except taxes, until there remains in the ground 10% (ten percent) of the ultimate economically recoverable reserves. Unless otherwise provided in this assignment, the reservation of the production payment shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of the lease.

It is not the intention of the parties hereto for the production payment to continue throughout the economic life of said leases and if Assignor has received any excess payment as herein provided, he shall refund such excess payment to Assignee, its successors and assigns.

At any time or from time to time after production has been established either party hereto, by written notice to the other party, may request that a determination be made as to the ultimate economic recoverable reserves. The notice shall contain the name of an independent petroleum engineer to make such determination. If the named independent petroleum engineer is mutually satisfactory, the party receiving the notice shall so advise the other party within ten days from receipt of said notice. The independent petroleum engineer shall have sixty days from said date to complete his estimates, which shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging said engineer shall be borne by the party requesting said determination.

If the named independent petroleum engineer is not satisfactory to the other party, said other party shall have ten days from the receipt of said notice to name a second independent petroleum engineer and the two selected petroleum engineers shall have sixty days to prepare their estimates and if they agree, their determination shall be final unless or until modified by a subsequent determination. The cost and expense of engaging each of the two engineers shall be borne by the engaging party.

In the event the two petroleum engineers cannot agree, the two of them shall engage an independent petroleum engineer within said sixty day period and he shall have sixty days to prepare his estimates which shall be averaged with the other two estimates and the result shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging the third petroleum engineer shall be borne equally by the parties hereto.

It is agreed that the Assignee shall furnish to the petroleum engineer or engineers free of cost all engineering data at his disposal.

This production payment shall apply separately to the gas and liquids produced by virtue of the above described oil and gas lease. In the event the above described lease covers less than the entire fee simple estate in the oil and gas in and under and that may be produced from the lands covered by said lease, or in the event this assignment covers less than the full fee title to said lease, then the production payment herein reserved shall be proportionately reduced.

Assignor reserves the right to take in kind or separately dispose of Assignor's proportionate share of all oil and gas attributable to Assignor's interest, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes andproduction unavoidably lost. Assignor shall pay or deliver, or cause to be paid or delivered, all royalties, overriding royalties, or other payments due on its share of such production, and shall hold Assignee free from any liability therefor. Any extra expenditure incurred in the taking in kind or separate disposition by Assignor of Assignor's proportionate share of the production shall be borne by Assignor.

Assignor shall execute all division orders and contracts of sale pertaining to Assignor's interest in production from the interest attributable to Assignor, and shall be entitled to receive payment direct from the purchaser or purchasers thereof for its share of all production.

In the event Assignor shall fail to make the arrangements necessary to take in kind or separately dispose of Assignor's proportionate share of the oil and gas produced from the interest attributable to Assignor, Assignee shall have the right, subject to revocation at will be the party owning it, but not the obligation, to purchase such oil and gas or sell it to others for the time being, at not less than the market price prevailing in the area, which shall in no event be less than the price which Assignee receives for its portion of

continued on back of page

[redacted] [redacted] [redacted]

the oil and gas produced from the lease assigned herein. Any such purchase or sale by Assignee shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Notwithstanding the foregoing, Assignee shall not make a sale into interstate commerce of Assignor's share of gas production without first giving Assignor sixty (60) days notice of such intended sale.

If Assignee should at any time desire to surrender the lease to the United States as to all or any portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time for the payment of the next annual rental under the terms of the lease or any extension or renewal thereof or (b) the expiration of the lease if it may be extended or renewed other than by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days from the time it is tendered, Assignee shall be free to surrender the lease as to such lands. If the reassignment is accepted by Assignor, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the lands covered by the reassignment. Failure to tender the reassignment shall render Assignee liable only if Assignor has reserved herein an interest in production. Assignee's liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment.

583

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~We~~, La Von S. Hill, assignor,

being lessee, ~~xxxxx~~ under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-17402,
and covering land situate in Sublette County, ~~xxxxxx~~ described as follows: 490 1813

T. 29 N., R. 111 W., 6th P.M.
Section 16: $NE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ and Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9.

and containing 370.83 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 Cities Service Company, P. O. Box 300, Tulsa, Oklahoma 74102 of , assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T. 29 N., R. 111 W., 6th P.M.
Section 16: $NE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ and Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9.

and containing 370.83 acres, more or less, reserving, however, unto assignor Five per cent (5.00%) Overriding Royalty

TO HAVE AND TO HOLD unto the said Cities Service Company, 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 5th day of February, 1976

WITNESS: 153566

RECORDED April 2, 1976 9:00 AM
IN BOOK 53 Oil & Gas PAGE 583
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL) by Marilyn Renton

La Von S. Hill — Assignor-Lessee

~~Xs~~ Gilman A. Hill - Spouse ~~xxxxxx~~

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of ARAPAHOE } ss.

On this 5th day of February, A. D. 1976, before me personally appeared LaVon S. Hill and Gilman A. Hill, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as his free act and deed.

Witness my hand and seal this 5th day of February, A. D. 1976

(SEAL) My Commission expires Oct. 10, 1978

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: April 1, 1976 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: April 2, 1976

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

pb

RIDER

In the event Assignee shall elect to surrender all or any portion of its rights in the assigned lands, Assignee shall notify the Assignor in writing not less than sixty (60) days in advance of the next ensuing rental due date. Assignor shall have fifteen (15) days from the date of receipt of such notice to elect whether or not to accept a reassignment of such rights in said lease acreage. Upon notification within said fifteen (15) day period, the Assignee shall promptly execute and deliver to Assignor an assignment of the rights involved. Failure on the part of Assignor to notify Assignee within said fifteen (15) day period shall be deemed an election by Assignor not to accept a reassignment and Assignee shall then be free to relinquish said rights or acreage.

FACSIMILE REPRODUCTION by Tallack's

585

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~XXSK~~ R. Ronald Schnier, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number [illegible], and covering land situate in Sublette County, Counties, described as follows:

TOWNSHIP 27 NORTH, RANGE 115 WEST, 6th P.M.
Pt. Res. Tr. 45 (Orig. SW¼: S½NW¼, Sec. 36)

01X3- 4904824
File 4904824

and containing 240.0 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 Cities Service 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 27 NORTH, RANGE 115 WEST, 6th P.M.
Pt. Res. Tr. 45 (orig. SW¼: S½NW¼, Sec. 36)

ATTACHED IS RIDER TO TAKE OIL AND GAS IN KIND

and containing 240.0 acres, more or less, reserving, however, unto assignor 5% of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said assignor, 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 23rd day of February, 1976

WITNESS:

R. Ronald Schnier
Assignor-Lessee

R. RONALD SCHNIER
By _____
President

Attest:

_____
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DOUGLAS } ss.

On this 23rd day of February, A. D. 19 76, before me personally appeared R. RONALD SCHNIER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 23rd day of February, A. D. 19 76.

(SEAL)

Notary Public

My Commission expires: August 8, 1978

ACKNOWLEDGEMENT (For use by Corporation)

State of _____
County of _____ } ss.

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

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

(SEAL)

Notary Public

My Commission expires: _____ payment of any overriding royalty

Assignment approved by Board of Land Commissioners: April 1, 1976 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: April 6, 1976

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

pb

Form Approved: 5-2-50
5,000 April 1959

[redacted] [redacted] [redacted]

Assignor expressly reserves the right to take his share of oil or gas in kind and contract for the disposal of same on such terms as Assignor may choose. Provided, however, if Assignee proposes to sign an oil or gas contract covering his interest, he shall notify Assignor in writing and if Assignor does not notify Assignee to the contrary within 10 days thereafter, Assignee shall have the right to sell Assignor's share of said oil or gas for a period not to exceed one year at such price as Assignee is able to negotiate in good faith. Assignor shall bear all cost of taking or selling his gas or oil separately. RRS

153567

RECORDED April 26 19 76 9:00 A.M
IN BOOK 52 Oil and Gas Lease PAGE 585
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

FACSIMILE REPRODUCTION by Talbot's

587

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ Nellie L. Schnier, assignor, being lessee, ~~lessees~~, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-0227, and covering land situate in Sublette County, ~~County~~, described as follows:

TOWNSHIP 27 NORTH, RANGE 115 WEST, 6th P.M.
Pt. Res. Tr. 45 (orig. SW¼: S½NW¼, Sec. 36)

and containing 240.0 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 R. Ronald Schnier of Denver, Colorado, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

TOWNSHIP 27 NORTH, RANGE 115 WEST, 6th P.M.
Pt. Res. Tr. 45 (orig. SW¼: S½NW¼, Sec. 36)

OLXG- 4904824

File

and containing 240.0 acres, more or less, reserving, however, unto assignor NONE

TO HAVE AND TO HOLD unto the said assignee, her 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 23rd day of February, 1976

WITNESS:

Nellie L. Schnier
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DOUGLAS } ss.

On this 23RD day of February, A. D. 1976, before me personally appeared Nellie L. Schnier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 23rd day of February, A. D. 1976.

(SEAL)

Notary Public

My Commission expires: August 8, 1978

ACKNOWLEDGEMENT (For use by Corporation)

State of

153569

Filed April 21, 19 76 11:20 A.M.
in 5201 the Lee Book 58 Page 587
FEES $2.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

_____, A. D. 19_____, before me personally _____, to me personally known, who, being by _____ ration and that said instrument was signed and l said _____

_____, A. D. 19_____.

(SEAL)

Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: April 1, 1976

Assignment recorded in the Office of the Commissioner of Public Lands: April 6, 1976
(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
5,000 April 1959

pb/L

[redacted] [redacted] [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a certain oil and gas lease dated the 27th day of April, A.D. 19 73, was made and executed by

Dunton Sheep Company

of 227 H Street, Rock Springs, Wyoming 82901, Lessor(s) unto Ed Shepardson, Capitol Life Center, Denver, Colorado, Lessee(s) leasing the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 105 West, 6PM

Sec. 5: That Part of Lots 2, 3, SW¼NE¼, NW¼SE¼ Lying East of the Center Thread of Big Sandy Creek.

Sec. 18: That Part of E½E½ Lying East of the Center Thread of Big Sandy Creek.

153626

RECORDED April 22 1976 9:00 A M
IN BOOK 52 Oil & Gas Lse PAGE 588
FEES $4.50 Lou J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

said lease being recorded in the office of the County Clerk and Recorder of the said County of the 4th Day of May, A.D. 1973, in Book 49 O&G on Page 300 thereof; and,

WHEREAS, HUSKY OIL COMPANY OF DELAWARE, a corporation, is the present owner and holder of said lease covering the above described land and desires to surrender said lease and be thereby released from further claim, obligation or liability thereunder;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said HUSKY OIL COMPANY OF DELAWARE does hereby cancel, release, yield up, surrender and quits claim unto

Dunton Sheep Company

the said lease and all the rights thereunder or incident thereto.

The acceptance of this release shall be a release of any and all claims, demands and damages of every kind, character or nature whatsoever against the said HUSKY OIL COMPANY OF DELAWARE.

IN WITNESS WHEREOF HUSKY OIL COMPANY OF DELAWARE has hereunto affixed its common seal attested by the hands of its proper officers in that behalf this 15th day of March A.D. 19 76.

HUSKY
Land Dpt.
Land Adm.
L.P.L.
P.S.C.
ACCT.
INS.
FILE
Lab.

HUSKY OIL COMPANY OF DELAWARE

By Registered
R. L. Hentchell
Vice-President

J. F. SCOTT
Assistant Secretary

CORPORATE ACKNOWLEDGEMENT WYOMING

Province of Alberta)
) SS
Country of Canada)

The foregoing instrument was acknowledged before me by R. G. Pogue-Jetté, Vice President and John F. Scott Assistant Secretary
this 2nd day of March, 19 76.

Witness my hand and official seal.

[illegible]
A Notary Public in and for
the Province of Alberta, Canada.

[redacted] [redacted] File 733 [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a certain oil and gas lease dated the 27th day of April, A.D. 19 73, was made and executed by

Dunton Sheep Company

of 227 H Street, Rock Springs, Wyoming 82901, Lessor(s) unto Ed Shepardson, Capitol Life Center, Denver, Colorado, Lessee(s) leasing the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 105 West, 6PM

Sec. 30: Lot 3, SE¼SW¼, SW¼SE¼
Sec. 31: N½NE¼
Sec. 32: That Part of SW¼NW¼, W½SW¼, SE¼SW¼ Lying East of the Center Thread of Big Sandy Creek

153627

RECORDED April 29 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 590
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Reston

said lease being recorded in the office of the County Clerk and Recorder of the said County of the 4th Day of May, A.D. 19 73, in Book 49 O&G on Page 302 thereof; and,

WHEREAS, HUSKY OIL COMPANY OF DELAWARE, a corporation, is the present owner and holder of said lease covering the above described land and desires to surrender said lease and be thereby released from further claim, obligation or liability thereunder;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said HUSKY OIL COMPANY OF DELAWARE does hereby cancel, release, yield up, surrender and quits claim unto

Dunton Sheep Company

the said lease and all the rights thereunder or incident thereto.

The acceptance of this release shall be a release of any and all claims, demands and damages of every kind, character or nature whatsoever against the said HUSKY OIL COMPANY OF DELAWARE.

IN WITNESS WHEREOF HUSKY OIL COMPANY OF DELAWARE has hereunto affixed its common seal attested by the hands of its proper officers in that behalf this 15th day of March A.D. 19 76.

HUSKY	
Land Cos	
Land Atty	
Expl.	
Prod.	
Acct.	
IRS.	
Fin.	
Law-Form	

590

HUSKY OIL COMPANY OF DELAWARE

R. A. Pogontcheff
Vice-President

ATTEST: [illegible] SCOTT
Assistant Secretary

CORPORATE ACKNOWLEDGEMENT WYOMING

Province of Alberta)
) SS
Country of Canada)

The foregoing instrument was acknowledged before me by R. Logantoff, Vice President and John F Scott, Assistant Secretary this 22nd day of March, 19 76.

Witness my hand and official seal.

A Notary Public in and for
the Province of Alberta, Canada.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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:

DEPCO, Inc.
1025 Petroleum Club Building
Denver, Colorado 80202

AND

HANOVER PETROLEUM CORPORATION
211 North Ervay Bldg.,Suite 1410
Dallas, Texas 75201

hereinafter called Assignee, whether one or more, an undivided 1/8th interest to EACH Assignee in and to the following oil and gas lease, to-wit:

D-6158-B Oil and Gas Lease ~~effective~~ dated January 20, 1976, from Richard Robertson, as Lessor, to Thomas F. Stroock, as Lessee, INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 33 North, Range 113 West, 6th PM
Section 29: E/2, SW/4
Section 32: N/2N/2

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 25th day of February, 1976.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of February, 1976, by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires:
March 26, 1976

153699

RECORDED May 5 19 76 9:00 A.M.
IN BOOK Oil & Gas Lease PAGE 592
FEES $3.25 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

030164

598 ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, DAVIS OIL COMPANY, a Partnership, 1100 Metrobank Building, Denver, Colorado 80202, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 73-18636, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 113 West, 6th PM
Section 16: N/2

and containing 320.00 acres more or less, for and in consideration of the sum of One Dollars ($ 1.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto DEPCO, Inc.-1025 Petroleum Club Bldg., Denver, Colo & HANOVER PETROLEUM CORP.-211 North Ervay Bldg.,Suite 1410,Dallas, Texas, assignee, all rights, title and interest in and to said lease insofar as it covers the following described land: / 1/8 each of

Township 32 North, Range 113 West, 6th PM
Section 16: N/2

and containing 320.00 acres, more or less, reserving, however, unto assignor 3/4ths of all right, title and interest in and to said lease

TO HAVE AND TO HOLD unto the said DEPCO, Inc. and HANOVER PETROLEUM CORP., successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 15th day of January, 1976

WITNESS:

DAVIS OIL COMPANY, a Partnership
Assignor-Lessee

By Paul Messinger
Paul Messinger, Attorney in Fact

Attest:

(SEAL)

Secretary

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
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: April 1, 1976 that approval shall not operate as any change or# payment of any overriding royalty, and further,/ without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: April 6, 1976

(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.) #modification of any of the [redacted] and conditions of the lea[redacted]d without the State a[redacted] any responsibility for th[redacted] carrying out of the terms of

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least ninety (90) days in advance of the anniversary date specified in said lease, 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.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of January 1976 by Paul Diessinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires:
March 26, 1978

153780

RECORDED May 5, 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 593
FEES $4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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 March 12, 1976, from Dick Lozier and Donna J. Lozier, husband and wife, as Lessors, to Thomas F. Stroock, as Lessee, recorded in Book ____, Page ____, of the ____ 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 ____ County, ____, to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 2: SE¼

153723

RECORDED May 7 1976 9:00 A M
IN BOOK 520 & A Lse PAGE 595
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Dick Lozier and Donna J. Lozier, husband and wife, Mary Louise Lozier, a single woman, and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Dick Lozier and Donna J. Lozier	Pinedale, Wyoming 82941	Rock Springs National Rock Springs, Wyoming	$40.00
Mary Louise Lozier	1219 Sunshine Ave. ~~1020 12th St.~~ Cody, Wyoming 82414	First State Bank Cody, Wyoming	$40.00

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 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 24th day of March, 1976.

Dick Lozier (Seal)
Dick Lozier

(Seal)

Donna J. Lozier (Seal)
Donna J. Lozier

(Seal)

Mary Louise Lozier (Seal)
Mary Louise Lozier

[redacted] [redacted] [redacted]

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 24th day of March, 1976, personally appeared Dick Lozier and Donna J. Lozier, 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.

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires
My commission expires Nov. 22, 1979

Faye Hammons
Notary Public.

State of Wyoming }
County of Park } ss.

The foregoing instrument was acknowledged before me this 20th day of April 1976
by Mary Louise Lozier, a single woman

Witness my hand and official seal.

My Commission Expires:
My Commission Expires Dec. 22, 1977

Notary Public

ACKNOWLEDGMENT (For use by Corporation)

State of }
County of } ss.

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

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

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

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 7th DAY OF April, 1976

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 7th day of April, 1976, by A. P. Tiddens, President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My Commission Expires: [illegible]

Notary Public

153730

RECORDED May 7 1976 1:30 P. M.
IN BOOK 52 Oil & Gas Lease PAGE 598
FEES $12.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ATTACHED TO AND MADE A PART
OF INSTRUMENT OF SURRENDER DATED
APRIL 7, 19 76, COVERING
LANDS LOCATED IN SUBLETTE
COUNTY, WYOMING.

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK PAGE
0301043 H BAR C Ranches, Inc. T. 34 N., R. 113 W., 6th P.M. Section 19: Lot 4, E½SW¼, SE¼ Section 20: SW¼SW¼ Section 29: W½ Section 30: Lots 1, 2, 3, E½NW¼, NE¼SW¼, E½ Section 31: NE¼, NE¼NW¼ Section 32: W½, SW¼SE¼ T. 34 N., R. 114 W., 6th P.M. Section 25: SW¼NW¼, N½S½, SE¼SE¼ Section 26: W½NW¼, E½SW¼, S½NE¼, N½SE¼ T. 33 N., R. 113 W., 6th P.M. Section 5: Lots 2, 3, SW¼NE¼	February 11, 1971	46 O & G, Page 559
0301045 Richard Robertson T. 33 N., R. 113 W., 6th P.M. Section 29: NE¼, S½ Section 32: N½N½	February 22, 1971	46 O & G, Page 553
0301050 Robert O'Neil et ux T. 33 N., R. 113 W., 6th P.M. Section 3: Lots 3, 4, SW¼NW¼, NW¼SW¼ Section 10: NE¼SW¼, W½SE¼, SE¼SE¼ Section 11: S½NW¼, N½SW¼ T. 34 N., R. 113 W., 6th P.M. Section 15: W½SE¼, S½SW¼ Section 22: N½NW¼, SW¼NW¼ Section 29: NW¼NE¼ Section 34: E½SW¼	February 10, 1971	46 O & G, Page 495
0301052 Clifton Fear, Sr., Exec. of the Estate of Cornelia Fear, deceased T. 33 N., R. 113 W., 6th P.M. Section 3: Lots 3, 4, SW¼NW¼, NW¼SW¼ Section 10: NE¼SW¼, W½SE¼, SE¼SE¼ Section 11: S½NW¼, N½SW¼ T. 34 N., R. 113 W., 6th P.M. Section 15: W½SE¼, S½SW¼ Section 22: N½NW¼, SW¼NW¼ Section 29: NW¼NE¼ Section 34: E½SW¼	February 10, 1971	46 O & G, Page 493
0301055 Mary O'Neil Meeks T. 33 N., R. 113 W., 6th P.M. Section 3: Lots 3, 4, SW¼NW¼, NW¼SW¼ Section 10: NE¼SW¼, W½SE¼, SE¼SE¼ Section 11: S½NW¼, N½SW¼ T. 34 N., R. 113 W., 6th P.M. Section 15: W½SE¼, S½SW¼ Section 22: N½NW¼, SW¼NW¼ Section 29: NW¼NE¼ Section 34: E½SW¼	February 10, 1971	46 O & G, Page 550

153[redacted]

RECORDED May 10, 1976 9:00 A.
IN BOOK 52 Oil & Gas Lease PAGE 600
FEES $7.00 Lois J. Yake COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DEPCO, Inc., a Delaware corporation with offices at 1025 Petroleum Club Building, Denver, Colorado 80202, said party being hereinafter referred to as "Assignor," for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, sell, assign, convey and set over unto Davis Oil Company, a partnership composed of Jean Davis, Marvin Davis and Jack Davis, with offices at 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202, 37.50% of Assignor's right, title and interest, and unto Southland Royalty Company, a Delaware corporation, 1010 Denver Club Building, Denver, Colorado 80202, 37.50% of Assignor's right, title and interest, said parties hereinafter collectively referred to as "Assignees," in and to the following described oil and gas leases covering lands located in Sublette County, Wyoming:

(DEPCO Lease No. 0301638)

Oil and Gas Lease dated February 17, 1976, by and between Robert O'Neil and Helen J. O'Neil, as Lessors, and DEPCO, Inc., as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 408, covering the following described lands, 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

(DEPCO Lease No. 0301639)

Oil and Gas Lease dated February 23, 1976, by and between Edith Barp and George L. Barp, as Lessors, and DEPCO, Inc., as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 406, covering the following described lands, 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: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$

D-6408-A 600
D-6409-A/C

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

(DEPCO Lease No. 0301640)

Oil and Gas Lease dated February 5, 1976, by and between Gordon Mickelson and Margaret Mickelson, as Lessors, and DEPCO, Inc., as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 400, covering the following described lands, to-wit:

Township 33 North, Range 114 West, 6th P.M.
Section 1: SW¼NW¼

Township 34 North, Range 114 West, 6th P.M.
Section 26: W½SW¼

Containing 120.00 acres, more or less

(DEPCO Lease No. 0301643)

Oil and Gas Lease dated February 24, 1976, by and between Cornelia Jewett Robinson, as Lessor, and DEPCO, Inc., as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 404, covering the following described lands, 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

This Assignment is made without any representations or warranties of Title, either express, implied or statutory.

TO HAVE AND TO HOLD, unto Assignee, its successors and assigns forever.

DATED this 1st day of April, 1976.

ATTEST:

Michael D. Shepard
Michael D. Shepard, Secretary

DEPCO, Inc.

By J. V. Kowalski
J. V. Kowalski, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of April, 1976, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation, on behalf of said corporation.

Charlotte L Wild
Notary Public

My commission expires:
January 27, 1977

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DEPCO, Inc., a Delaware corporation, with offices at 1025 Petroleum Club Building, Denver, Colorado 80202, said party being hereinafter referred to as "Assignor," for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, sell, assign, convey and set over unto Davis Oil Company, a partnership composed of Jean Davis, Marvin Davis and Jack Davis, with offices at 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202, 37.50% of Assignor's right, title and interest, and unto Southland Royalty Company, a Delaware corporation, 1010 Denver Club Building, Denver, Colorado 80202, 37.50% of Assignor's right, title and interest, said parties hereinafter collectively referred to as "Assignees," in and to the following described oil and gas leases covering lands located in Sublette County, Wyoming:

(DEPCO Lease No. WY01644)

Oil and Gas Lease dated March 3, 1976, by and between Frederick D. Guthrie and Lola M. Guthrie, Lessors, and DEPCO, Inc., as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 424, covering the following described lands, to-wit:

Township 34 North, Range 114 West 6th P.M.
Section 26: W½SW¼
Containing 80.00 acres, more or less

(DEPCO Lease No. WY01645)

Oil and Gas Lease dated March 1, 1976, by and between Mary O'Neil Meeks, Lessor, and DEPCO, Inc. as Lessee, and recorded in the Sublette County Records at Book 52 O&G, Page 426, covering the following described lands, to-wit:

Township 33 North, Range 113 West 6th P.M.
Section 3: Lots 3,4, SW¼ NW¼, 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

153740

RECORDED May 10, 19 76 2:00 P.M
IN BOOK 52 Oil & Gas Lease PAGE 603
FEES $ 5.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

D-6408-B
D-6409[redacted]

This Assignment is made without any representations or warranties of title, either express, implied or statutory.

TO HAVE AND TO HOLD, unto Assignees, their successors and assigns vorever.

DATED this 19th day of April, 1976

ATTEST:

Charlotte L. Wild
Charlotte L. Wild, Asst. Secretary

DEPCO, Inc.

J. V. Kowalski
J. V. Kowalski, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of April, 1976, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public

My commission expires:

R E L E A S E O F O I L A N D G A S L E A S E

WHEREAS, an Oil and Gas Lease, hereinafter referred to as "said lease", was entered into under date May 5, 1955 by and between Boyd Kelly and Patricia Kelly

Lessor(s) of , hereinafter referred to as said "Lessors" and Belco Petroleum Corporation, Lessee of , recorded on August 1, 1955 in Book 13 at Page 183 of the Official Records of the Recorder, Sublette County, State of Wyoming, to wit:

Township 35 North, Range 113 West, 6th P.M.
Section 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼
Section 19: Lots 2, 3, NW¼NE¼, S½NE¼, SE¼NW¼, NE¼SW¼, W½SE¼
Section 20: W½NW¼

Sublette County, Wyoming

NOW, THEREFORE, For and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the undersigned does hereby release, relinquish and surrender unto the said lessor(s), their heirs, successors, assigns and legal representatives, all its right, title, interest, claim and demand in and to said lease and the lands covered therein.

IN WITNESS WHEREOF, the undersigned has executed these presents this 23rd day of April, 19 76.

ATTEST:

George E. Nugent
George E. Nugent
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

By: D. B. Martin
D. B. Martin
Vice-President

A C K N O W L E D G E M E N T

State of TEXAS)
County of HARRIS)

On this 23rd day of April, 19 76, before me appeared D. B. Martin, to me personally known, who being by me duly sworn, did say that he is the Vice-President of BELCO PETROLEUM CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors and said D. B. Martin acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 23rd day of April, 1976.

My Commission Expires:

6-1-77

Rebecca W. Yarbrough
Notary Public - Harris County, Texas

153760

RECORDED May 12, 19 76 9:00 AM
IN BOOK 52 Oil & Gas Leases PAGE 606
FEES $3.00 Lois J. Yahi COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

606

PRODUCERS 88-SH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 6th. day of April, 19 76

by and between R. W. Burnitt, a single man
P. O. Box 417
Calvert, Texas 77837
of , hereinafter called lessor (whether one or more) and

Northwest Exploration Company
of One Park Central Denver, Colorado 80202, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST

Section 21: W½NE¼, SE¼NE¼, SE¼NW¼

153831

RECORDED May 18 19 76 9:00 A.M.
IN BOOK 52 Oil & Gas PAGE 608
FEES 4.50 Lou 9 Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK Five (5)

by Marilyn Canton

and containing -160- acres, more or less. It is agreed that this lease shall remain in force for a term of 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 6th. day of April, 19 77, 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 Citizens Bank & Trust Bank at Calvert, Texas 77837 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 ***Onehundredsixty 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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.

Comp[redacted]h any now or hereafter existing act, bill or st[redacted]porting to be enacted by any Federal or Stat[redacted]ive authority, or orders, judg[redacted]rees, rules, regulations made or promulgated[redacted]or Federal courts, State or Federal offices, bo[redacted]issions or commi 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 consider breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termina 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 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 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 w inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this 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 fou 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 herein first mentioned.

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 rel record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportion

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased lan

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 ti 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 rogated 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, heir devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x R. W. Burnitt (SEAL) ..... (SEAL)

R. W. Burnitt (SEAL) ..... (SEAL)

SS# 449 07 6060 (SEAL) ..... (SEAL)

STATE OF Texas }
COUNTY OF Roberts } 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 2 day of September, 1976, personally appeared R. W. Burnitt and ....., to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 1-26-1-77 Sophie J. Singleton
Notary Public

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

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires .....
Notary Public

OIL AND GAS LEASE

FROM .....

TO .....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... 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.
Deputy.

When Recorded
Return to .....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

My Commission Expires .....

Notary Public

Prod. 88 BH 80

PRODUCERS 88-BH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th. day of April, 19 76

by and between Albert E. Feuz and Margaret C. Feuz, husband and wife
Box 681
Jackson, Wyoming 83001
of , hereinafter called lessor (whether one or more) and

Northwest Exploration Company
of One Park Central Denver, Colorado, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST

Section 9: SW¼SE¼, E½SE¼SW¼
Section 16: NE¼NE¼NW¼, NW¼NE¼NW¼NE¼
E½SE¼NE¼NW¼ W½E½SW¼NE¼
E½NE¼SE¼NW¼
W½W½NE¼

and containing -132.5- 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 7th. day of April, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Jackson State Bank at Jackson, Wyoming 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 ***Onehundredthirtytwo and 50/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 proportiona e 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 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 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 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 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Albert E. Feuz (SEAL)
Albert E. Feuz (SEAL)
(SEAL)
SS# 520 38 8530 (SEAL)

x Margaret C. Feuz (SEAL)
Margaret C. Feuz (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Teton } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of April, 1976, personally appeared Albert E Feuz and Margaret C Feuz, 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 10-10-78

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....
and .....
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 AND GAS LEASE

FROM

TO

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

STATE OF Wyoming
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 15th day of April, 1976, at 9 o'clock A.M., and duly recorded in Book 52, Page 610 of the records of this office.

Dated April 19, 1976

Ina J. Clarke
County Clerk—Register of Deeds.

By Marilyn Benton
Deputy.

When Recorded Return to .....

$4.50

15832

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

My Commission Expires

Notary Public

Prod. 88 BH 80

PRODUCERS 88-8H 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 6th. day of April, 1976

by and between Frank M. Hansen and Essie Hansen, husband and wife
P.O. Box 834
Superior, Montana 59872
of , hereinafter called lessor (whether one or more) and

Northwest Exploration Company
One Park Central Denver, Colorado 80202
of , 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 38 NORTH, RANGE 113 WEST

Section 29: S½NW¼NW¼, N½SW¼NW¼, SE¼NW¼, SW¼NE¼, NW¼SE¼

and containing -160- acres, more or less. It is agreed that this lease shall remain in force for a term of Five (5) years from 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 6th. day of April, 19 77, 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~~ Lessor ~~Bank at~~ P.O. Box 834 Superior, Montana 59872 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 ***Onehundredsixty 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 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 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 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 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Frank M. Hansen (SEAL)
Frank M. Hansen (SEAL)
SS# 516 32 5784 (SEAL)
(SEAL)

x Essie Hansen (SEAL)
Essie Hansen (SEAL)
(SEAL)

STATE OF MONTANA }
COUNTY OF MINERAL } 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 12th day of April, 19 76, personally appeared FRANK M. HANSEN and ESSIE HANSEN, to 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 11-5-78

Notary Public

STATE OF MONTANA }
COUNTY OF MINERAL } 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

OIL AND GAS LEASE

153833

FROM

TO

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

STATE OF Montana }
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 12th day of May, 19 76, at 2 o'clock P.M., and duly recorded in Book 52, Page 612 of the records of this office.

Leo G. Yaker
County Clerk—Register of Deeds.

By Pamela Lee Penton
Deputy.

When Recorded Return to .....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

My Commission Expires .....

Notary Public

Prod. 88 BH 80

PRODUCERS 88 [redacted]

OIL AND [redacted]S LEASE

[redacted] KINTZELS-CASPER

AGREEMENT, Made and entered into this 31st. day of March, 19 76

by and between James Ranches, Inc., A Wyoming Corporation

of Box 6 Daniel, Wyoming 83115, hereinafter called lessor (whether one or more) and

of Northwest Exploration Company
One Park Central Denver, Colorado 80202, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 35 NORTH, RANGE 113 WEST

Section 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼
Section 19: Lot 2(31.21), 3(31.41), SE¼NW¼, NE¼SW¼, NW¼NE¼, S½NE¼, W½SE¼
Section 20: W½NW¼

and containing -622.62- acres, more or less. It is agreed that this lease shall remain in force for a term of Seven (7) 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 31st. day of March, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Sixhundredtwentytwo and 62/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 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 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 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 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.

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.

James Ranches, Inc., A Wyoming Corporation (SEAL)

By: Carroll James (SEAL)
Carroll James, President

ID 03 0183 807 (SEAL)

Attest: Hazel James (SEAL)
Hazel James, Secretary

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 ..... } 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

OIL AND GAS LEASE

FROM .....

TO .....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 15th day of May, 19 76, at 9 o'clock A.M., and duly recorded in Book 52 of the records of this office, Page 614

Fee $ 4.50

Evelyn Yake, County Clerk—Register of Deeds.

By Marilyn Porter, Deputy.

When Recorded Return to .....

153834

STATE OF WYOMING } SS.
COUNTY OF Sublette }

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 31st day of March, 19 76, before me appeared Carroll James, to me personally known, who, being by me duly sworn, did say that he is President of James Ranches, Inc., A Wyoming 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 Carroll James 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.

My Commission Expires

May 5, 1976

Timothy J. Drew Jr. *Notary Public*

Prod. 88 BH 80

PRODUCERS 88-RH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 6th. day of April, 19 76

by and between Victor E. Mack and Josephine A. Mack, husband and wife
Riverview Route Box 2050
Riverton, Wyoming 82501

of , hereinafter called lessor (whether one or more) and

Northwest Exploration Company
One Park Central Denver, Colorado 80202

of , 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 38 NORTH, RANGE 113 WEST
Section 34: see attached rider for description

DESCRIPTION RIDER-ATTACHED TO MACK LEASE- DATED: APRIL 6, 1976

TOWNSHIP 38 NORTH, RANGE 113 WEST 6th. P.M.

Section 34:
S½N½SE¼
That portion of SE¼NE¼SW¼, more particulary described as follows:
Begginning at the SE corner of said SE¼NE¼SW¼, thence N 89 degrees 13' 57" W along the S boundry of said SE¼NE¼SW¼ 516.10 feet; thence N 0 degrees 28' 30" W 649.22 feet to a point on the N boundry of said SE¼NE¼SW¼; thence S 89 degrees 14' 34" E along the N boundry 513.08 feet to a point in the N-S centerline of said Section 34 which point is also the NE corner of said SE¼NE¼SW¼; thence S 00 degrees 44' 33" E along said N-S centerline 649.39 feet to the SE corner of said SE¼NE¼SW¼, the point of beginning.

SE¼SE¼, excepting:
Beginning as Corner No. 1, which is hhe NE corner of the SE¼SE¼ of said Section, thence S 208.5 feet to Corner No. 2, which is on the S side of Jack Creek. thence W 208.5 feet to Corner No. 3, thence N 208.5 feet to Corner No. 4, thence E 208.5 feet to Corner No. 1, the point of beginning.

SW¼SE¼, excepting:
Beginning at the S ¼ corner of said Section 34, thence S 89 degrees 12' 47" E along the S boundry of said Section 34 a distance of 1080.71 feet; thence N 00 degrees 44' 33" W 417.71 feet; thence N 89 degrees 12' 17" W 1080.71 feet; thence S 00 degrees 44' 33" E along the centerline of said Section 34 417.42 feet to the S ¼ corner the point of beginning. (said tract containing 10.4 acres)

Victor E. Mack
Victor E. Mack

Josephine A. Mack
Josephine A. Mack

Signed for identification purpus.

and containing -120- 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 6th. day of April, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Riverton, Wyoming 82501 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Onehundredtwenty 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 the 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 termination 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, after the expiration of the primary term hereof, production should cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 each 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 gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, casinghead gasoline, 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 or 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 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 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 an area containing the maximum allowable production from one well, or 80 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 80 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 of any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and constitute and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased land under this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in such 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 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 default 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, rules, regulations or orders of Federal courts, State or Federal offices, boards, commissions or committees purporting to [redacted] 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 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 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 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 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.

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)
x Victor E. Mack (SEAL)
Victor E. Mack (SEAL)
SS# 520 28 7503

(SEAL)
(SEAL)
x Josephine A. Mack (SEAL)
Josephine A. Mack (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Fremont }

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 12th day of April, 19 76, personally appeared Victor E. Mack and Josephine A. Mack, to me known to be the identical person, and they 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 August 14, 1976

Notary Public - Notary Public
County of Fremont State of Wyoming
My Commission expires August 14, 1976

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

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

My Commission Expires .....

Notary Public

153835

OIL AND GAS LEASE

FROM .....

TO .....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

STATE OF Wyoming } SS.
COUNTY OF Sublette }

This instrument was filed for record on the 12th day of May, 19 76, at 2 o'clock P. M., and duly recorded in Book 52, Page 618 of the records of this office.

Leo J. Hoke
County Clerk—Register of Deeds.

By Pauline Lyon
Deputy.

When Recorded
Return to .....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

President of ....., 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.

My Commission Expires .....

Notary Public

Prod. 88 BH 80

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Building, 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;
Both of Denver, Colorado

hereinafter called Assignee, an overrdding royalty interest of an undivided one percent (1%) to PAUL MESSINGER, and an undivided one-half of one percent (.5%) to MARLIS E. SMITH, being a total of 1.5% of all oil, gas and casing-head gas produced, saved and marketed from the following oil and gas lease or any extensions or renewals thereof, to-wit:

D-6407 Oil and Gas Lease effective April 1, 1976, from the United States of America, as Lessor, to J. G. Keeler, Jr., as Lessee, bearing Serial No. W-54158 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West, 6th PM
Section 23: N/2

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 April, 1976.

DAVIS OIL COMPANY, a Partnership

Evidence of authority of Attorney in Fact is filed in W-56943 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 13th day of April, 1976, by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
March 26, 1978

153843

RECORDED May 19 19 76 9:00 A M
IN BOOK 52 Oil & Gas Leases PAGE 620
FEES $3.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASES

PER EXHIBIT "A" ATTACHED

KNOW ALL MEN BY THESE PRESENTS, That Celeste C. Grynberg, 1050 - 17th Street, Suite 1950, 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
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Rachel Susan Grynberg, beneficiary under the"Rachel Susan Trust"		1.66667% of 8/8 or 1/3 of total override convey-
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"		1.66667% of 8/8 or 1/3 of total override convey-
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"		1.66666% of 8/8 or 1/3 of total override convey-

Being in all a total of an undivided 5% of 8/8 (Five percent of eight eighths) unless total override conveyed is specifically mentioned for a particular lease 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:

See Exhibit "A" attached

153872

RECORDED May 20, 19 76 9:05 A M
IN BOOK 52 Oil and Gas Lse PAGE 622
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Containing ..... acres, more or less.

WITNESS our hands this 21st day of April, 19 76

Celeste C. Grynberg
Celeste C. Grynberg

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 21st day of April, 19 76, before me personally appeared Celeste C. Grynberg
the signor s of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public
Denver, Colorado

My commission expires:
December 8, 1979

622

EXHIBIT "A"

Our No.	Federal No.	Effective
W-7535	USA-W-25333	September 1, 1970

T 30N - R 107W, 6th PM ✓ Sublette County, Wyoming
Sec. 5: Lot 1

Containing 28.87 acres, more or less

W-7539	USA-W-25349	September 1, 1970

T 28N - R 112W, 6th PM Sublette County, Wyoming
Sec. 28: NE¼NE¼

Containing 40.00 acres, more or less

W-7540	USA-W-25350	September 1, 1970

T 36N - R 112W, 6th PM Sublette County, Wyoming
Sec. 3: Lots 3, 4, S½NW¼
4: Lot 1, S½NE¼

Containing 275.14 acres, more or less

W-7541	USA-W-25352	September 1, 1970

T 36N - R 112W, 6th PM ✓ Sublette County, Wyoming
Sec. 25: S½SW¼

Containing 80.00 acres, more or less

W-7631	USA-W-27190	April 1, 1971

T 31N - R 108W, 6th PM ✓ Sublette County, Wyoming
Sec. 3: Lots 1, 2, 3, 4, S½N½, S½
4: Lots 1, 5, S½NE¼, SE¼NW¼
5: SE¼SE¼

Containing 881.90 acres, more or less

W-7662	USA-W-27876	April 1, 1971

T 36N - R 111W, 6th PM ✓ Sublette County, Wyoming
Sec. 30: Lots 3, 4, E½, SE¼NW¼, E½SW¼

Containing 512.11 acres, more or less

W-7693	USA-W-28888	June 1, 1971

T 35N - R 112W, 6th PM Sublette County, Wyoming
Sec. 23: SW¼NE¼

Containing 40.00 acres, more or less

W-7709	USA-W-29397	July 1, 1971

T 35N - R 112W, 6th PM Sublette County, Wyoming
Sec. 17: E½E½
21: NW¼NW¼, SE¼NW¼, NW¼SE¼
22: S½SW¼

EXHIBIT "A"

Our No.	Federal No.	Effective
W-7839	USA-W-35974	August 1, 1972

T 31N - R 113W, 6th PM
Sec. 25: N½NE¼, SE¼NE¼

Sublette, Wyoming

Containing 120.00 acres, more or less

W-7869	USA-W-36880	December 1, 1972

T 34N - R 109W, 6th PM
Sec. 4: Lots 1,2,3

Sublette County, Wyoming

Containing 126.67 acres, more or less

7642	STA-W-71-3848	March 2, 1971

T 31 N - R 112 W, 6th PM
Sec. 16: W½

Sublette County, Wyoming

Containing 320.00 acres, more or less

W-70,012	USA-W-18528	May 1, 1969

T 31N - R 111W, 6th PM
Sec. 10: SW¼

Sublette County, Wyoming

Contianing 160.00 acres, more or less

Total Overriding Royalty to be conveyed: 1.5% of 8/8 (One and one half percent of eight eighths)

Form Approved by
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 76- 0283

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. Marshall & Winston, Inc.
(Name of Applicant)
P. O. Box 874
(Number and Street)
Midland, Texas 79701
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested

SUBLETTE (County) | MINERS HOSPITAL (Fund)

T. 29 N., R. 104 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List: 269

Sec. 24 SE¼SE¼

Total Area 40.00 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

T. ..... N., R. ..... W., 6th P.M.

This lease embraces the area and the land described in item 2.

Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ..... $ 20.00

Total $ 35.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 21 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows: None

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:
Marshall & Winston, Inc. (a Nevada corporation), CT Corporation System, 1720 Carey A-enue, Cheyenne, Wyoming 82001 (service agent).

(b) No employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an individual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a majority stockholder in a corporation, which has or will file an application on the lands herein sought to be leased.

(c) None of the land described in item 2 above is described in or covered by any other pending offer filed by this applicant or in which this applicant has any right, claim, interest, or title.

6. Offeror agrees:

(a) That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease insofar as said lease covers any land described in item 2 above open to lease application at the time this offer is filed, and shown in item 3 as included in this lease.

(b) An acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rentals, and fees transmitted with said application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

(c) If the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, the lessor shall amend the lease terms set out in this Offer to Lease and Lease by substituting therefor, and attaching to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed, and Offeror agrees to be bound by said substituted lease terms and conditions.

7. It is hereby certified that the statements made herein are complete and correct to the best of Offeror's knowledge and belief and are made in good faith. Any willful misrepresentation or concealment by Offeror of a material fact in this offer shall render this lease subject to cancellation.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 12th day of April, 1976.

Lessee: MARSHALL & WINSTON, INC.
(Lessee Signature)
By: President
(Lessee Signature)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed.

Signed on MAY 6 1976

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE May 2, 1976

By
Commissioner of Public Lands--Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

Examined. MAK

CTION 1. RIGHTS OF LESSEE. The lessee is ed the exclusive right and privilege to drill for, extract, remove, and dispose of all the oil gas in the lands leased together with the right construct and maintain thereupon all works, ings, plants, waterways, roads, communication pipe lines, reservoirs, tanks, pumping sta- or other structures necessary to the full en- nt thereof, for a period of ten (10) years and ng thereafter as oil or gas may be produced in ing quantities.

ECTION 2. THE LESSEE AGREES:

a) BOND. To furnish a bond with an approved rate surety company authorized to transact ness in the State of Wyoming, or such other ty as may be acceptable to the lessor, in the al sum as required by the current rules of the ate Board of Land Commissioners, conditioned on the payment of all rentals and royalties ruing to the lessor under the terms hereof, and upon the full compliance of all other terms nd conditions of this lease and the Rules and egulations relating thereto, and also conditioned the payment of all damages to the surface and mprovements thereon where the lease covers lands, e surface of which has been sold or otherwise ased. Such bond or bonds furnished prior to the evelopment of the lands contained in this lease ay be increased in such reasonable amounts as he lessor may decide upon commencement of drill- g operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing reunder to the Commissioner of Public Lands, apitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or s in paying quantities to pay the lessor in ad- nce, beginning with the effective date hereof, an nual rental of 50c per acre or fraction thereof. e failure to pay rental on or before the anni- sary date shall automatically terminate the lease peration of law. If the time for payment falls day in which the State Land Office is closed. ment shall be deemed timely if made on next working day.

fter the discovery of oil or gas in paying quan- to pay the lessor in advance, beginning with irst day of the lease year succeeding the year in which actual discovery was made, an rental of One Dollar ($1.00) per acre or frac- hereof, unless changed by agreement. Such so paid for any one year shall be credited royalty for that year. Lessor shall have no tion hereunder to give lessee advance notice rental payment.

ROYALTIES. The royalties to be paid by are: (i) on oil, one-eighth of that produced, and sold from said land, the same to be de- at the wells or to the credit of lessor into e line to which the wells may be connected; gas, including casinghead gas or other hy- on substance, produced from said land saved d or used off the premises or in the manu- of gasoline or other products therefrom, rket value at the well of one-eighth of the sold or used, provided that on gas sold at lls the royalty shall be one-eighth of the t realized from such sale.

ld any well drilled upon lands covered by rase obtain production of oil, gas, or other arbons, and if the lessee is unable to estab- satisfactory market for the oil, gas, or hydro- s produced from said well, the lessee may for and the lessor may grant permission for uspension of production operations until such as a satisfactory market for the product from well can be developed. During the time any suspension of operations is in effect the lessee continue to pay the annual rental of One Dol- $1.00) per acre or fraction thereof provided by ove, and this lease shall remain in effect as oil or gas was being produced from said

OTHER KINDRED HYDROCARBONS AND ANCES: On all other hydrocarbons of value aneous substances and elements produced or d, including propane, butane, sulphur, ni- arbon dioxide, and helium, at such royalty e mutually determined to be fair and rea-

yalty purposes on gas and natural gasoline e shall be as approved by the lessor, and determination of the value of natural gaso- e fair cost of extraction shall be considered deductible item; provided, however, that the ance for the cost of extraction may exceed hirds of the amount or value only on ap- l of the lessor and in no event shall the for gas, or natural gasoline, be less than that ed by the United States of America for its ties from the same field.

cases where natural gas is produced and the al gas gasoline extracted therefrom only one ty shall be paid, except in the event the e or dry gas shall be marketed it shall then itute a separate commodity and a royalty shall id thereon as above provided.

tural gas and oil actually used for operating ses upon the land and, except as to the ul- e sale thereof, gas or liquid hydrocarbons re- d to the sand for stimulating the production il or secondary recovery purposes shall be lty free.

DISPOSITION OF ROYALTY OIL AND GAS. deliver to the lessor, or to such individual, firm rporation as the lessor may designate, all roy- oil, gas, or other kindred hydrocarbons, free of e on the premises where produced; or, at the n of the lessor, and in lieu of said royalties in , the lessee agrees to pay the lessor the field ket price or value of all royalty oil, gas, or r kindred hydrocarbons produced and saved.

hen the lessor elects to take its royalty oil, gas, ther hydrocarbons in kind such oil, gas, or other ired hydrocarbons shall be good merchantable gas, or other kindred hydrocarbons. The lessee l if necessary furnish storage for royalty oil free charge for thirty (30) days after the end of the ndar month in which the oil is produced, upon leased premises, or at such place as the lessor the lessee may mutually agree upon, provided, the lessor shall not be held liable for loss or yalty oil so stored from causes

free storage of oil, as herein provided, shall only as long as the said oil is the property of lessor.

MEASUREMENTS OF PRODUCTION. To ate, measure and correct for temperature all pro- tion from said lands in conformance with the s and Regulations adopted by the Board of Commissioners and report said production to lessor in accordance therewith.

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land 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 in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE -PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

153981

RECORDED May 26 1976 9:00 A.M
IN BOOK 52 Oil and Gas Lease PAGE 626
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 6th day of May, A. D. 1976.

A. E. KING
Commissioner of Public Lands

SLO-25

Assignment approved by the Board of Land Commissioners May 6, 1976 without binging the State for the payment of any overriding royalty.
Assignment recorded in the Office of Public Lands May 3, 1976.
fb /.

629

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That we, THOMAS G. SLANKER, PAULA Y. SLANKER, Husband and Wife, LARON P. MARTIN, MERCEDES M. MARTIN, Husband and Wife, JACK V. WALKER, PETE T. BALOG and F. L. SHOGRIN, Assignors, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-86257 and covering land situate in Sublette County, described as follows:

Township 29 North, Range 111 West
Section 36: All

OIXG- 490 4889
File ~~490 4889~~

and containing 640.0 acres more or less, for and in consideration of Ten and no/00 Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Cities Service Company, P.O. Box 300, Tulsa, Oklahoma 74102, Assignee, all right, title and interest of Assignors in and to said lease insofar as it covers the following land:

Township 29 North, Range 111 West
Section 36: All

and containing 640.0 acres, more or less, reserving, however, unto Assignors a four (4) percent of eight-eighths (8/8) overriding royalty interest.

TO HAVE AND TO HOLD unto the said Cities Service Company 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 11th day of February, 1976.

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

THOMAS G. SLANKER

PAULA Y. SLANKER

LARON P. MARTIN

MERCEDES M. MARTIN

Jack V. Walker

PETE T. BALOG

[redacted]s

[redacted]L. SHOGRIN [redacted]

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 at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

Paula Y. Slanker
22318 East Dinuba
~~Denver, Colorado~~ Dinuba, Ca. 93618

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have 10 days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the 10th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for identification

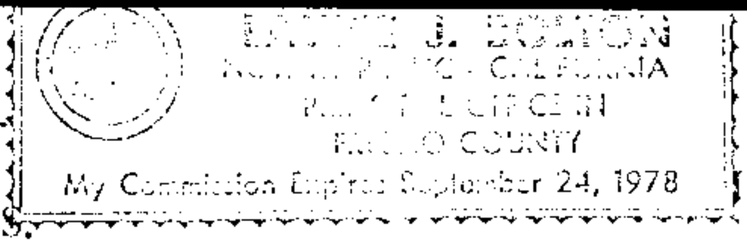
Paula Y. Slanker

PAULA Y. SLANKER

Executed this 17th day of Feb, 1976

631

STATE OF California)
) SS.
COUNTY OF Fresno)



INDIVIDUAL ACKNOWLEDGMENT

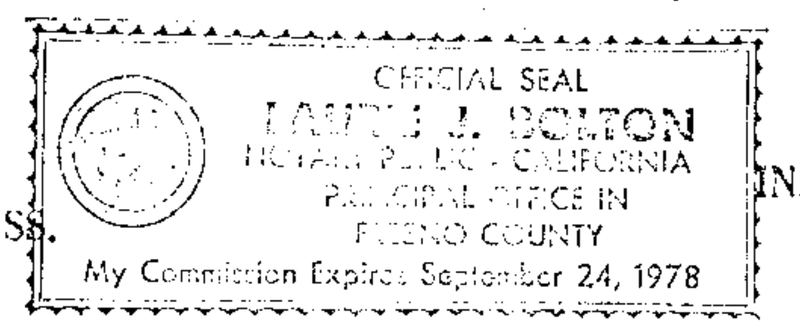
I, Laurie J. Bolton, a Notary Public in and for said County and State, do hereby certify that THOMAS G. SLANKER, to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed and delivered the same as a 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 18th day of February, 1976.

My Commission Expires: September 24, 1978

Laurie J. Bolton
Notary Public in and for said County and State, residing at Kingsburg

STATE OF California)
) SS.
COUNTY OF Fresno)



INDIVIDUAL ACKNOWLEDGMENT

I, Laurie J. Bolton, a Notary Public in and for said County and State, do hereby certify that PAULA Y. SLANKER, 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 she executed and delivered the same as a 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 18th day of February, 1976.

My Commission Expires: September 24, 1978

KINTZEL BLUE PRINT CO., CASPER

Laurie J. Bolton
Notary Public in and for said County and State, residing at Kingsburg

OIXC- 4904889
File 4904889

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

INDIVIDUAL ACKNOWLEDGMENT

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

Given under my hand and official seal this 25 day of February, 1976.

My Commission Expires: Dec. 26, 1979

Notary Public in and for said County and State, residing at Lahaina, Maui, Hi
2nd Judicial Circuit,
State of Hawaii

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

INDIVIDUAL ACKNOWLEDGMENT

I, Mamori Nagao, a Notary Public in and for said County and State, do hereby certify that MERCEDES M. MARTIN, 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 she executed and delivered the same as her 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 25 day of February, 1976

My Commission Expires: Dec. 26, 1979

KINTZEL BLUE PRINT CO., CASPER

Notary Public in and for said County and State, residing at Lahaina, Maui, Hi
2nd Judicial Circuit,
State of Hawaii

STATE OF ALASKA)
) SS.
ANCHORAGE JUDICIAL DISTRICT)

INDIVIDUAL ACKNOWLEDGMENT

I, [illegible], a Notary Public in and for said County and State, do hereby certify that JACK V. WALKER, 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 4 day of March, 1976.

My Commission Expires: 3-17-78

Notary Public in and for said County and State, residing at Anchorage Alaska

STATE OF ALASKA)
) SS.
ANCHORAGE JUDICIAL DISTRICT)

01XC- 4904889
File 4904889

INDIVIDUAL ACKNOWLEDGMENT

I, Wayne P. Lahti, a Notary Public in and for said County and State, do hereby certify that PETE T. BALOG, 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 9 day of March, 1976.

My Commission Expires: September 26, 1979

Wayne P. Lahti
Notary Public in and for said County and State, residing at Anchorage, Alaska

KINTZEL BLUE PRINT CO., CASPER

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

INDIVIDUAL ACKNOWLEDGMENT

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

Given under my hand and official seal this 11th day of February, 1976.

My Commission Expires: July 2, 1978

Donald C. Allen
Notary Public in and for said County and State, residing at Denver, Colorado

153982

RECORDED May 26 19 76 9:00 A.M
IN BOOK 52 Oil and Gas Lease PAGE 429
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

PRODUCERS 88 BE[redacted] [redacted]KINTZELES-CASPER

OIL AND [redacted]S LEASE

AGREEMENT, Made and entered into this 31st. day of March, 19 76

by and between Boyd Kelly and Patricia L. Kelly, husband and wife

of 1309 Highland Road Santa Ynez, California 93460 hereinafter called lessor (whether one or more) and

Northwest Exploration Company

of One Park Central Denver, Colorado 80202 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 o[redacted] the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 35 NORTH, RANGE 113 WEST

Section 17: W½SW¼
Section 18: N½SE¼, SW¼SE¼
Section 19: Lot 2(31.21), 3(31.41), SE¼NW¼, NE¼SW¼
NW¼NE¼, S½NE¼, W½SE¼
Section 20: W½NW¼

and containing -622.62- acres, more or less. It is agreed that this lease shall remain in force for a term of Seven (7) 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 31st. day of March, 19 77, 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 Crocker Citizens National (LaCumbre Branch) Bank at Santa Barbara, California 93102 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 ***Sixhundredtwentytwo and 62/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 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 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 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 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Boyd Kelly (SEAL)
Boyd Kelly (SEAL)
(SEAL)
Social Security No. 559-06-0990 (SEAL)

Patricia K. Kelly (SEAL)
x (SEAL)
Patricia L. Kelly (SEAL)
(SEAL)

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA } 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 9th day of April, 19 76, personally appeared BOYD KELLY and PATRICIA L. KELLY, to me known to be the identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires April 10, 1977

Shirley W. Bagby
SHIRLEY W. BAGBY Notary Public

STATE OF
COUNTY OF } SS.

SHIRLEY W. BAGBY
NOTARY PUBLIC
SANTA BARBARA COUNTY
CALIFORNIA
My Commission expires Apr. 10 1977

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

OIL AND GAS LEASE

453934

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 27th day of May, 1976, at 9 o'clock A. M., and duly recorded in Book 520 Page 631 of the records of this office.

Fee $11.50 By Marilyn Reed Deputy.
County Clerk—Register of Deeds.

When Recorded Return to

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

My Commission Expires

Notary Public

Prod. 88 BH 80

PRODUCERS 88 (Rev. 80)

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th. day of April, 19 76

by and between Albert E. Feuz and Margaret C. Feuz, husband and wife
Box 661
Jackson, Wyoming 83001
of , hereinafter called lessor (whether one or more) and

Northwest Exploration Company
of One Park Central Denver, Colorado 80202, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 38 NORTH, RANGE 113 WEST

Section 29: See attached rider

and containing -60- 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 7th. day of April, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Jackson State Bank at Jackson, Wyoming 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 ***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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 lease 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.

No. 1832 continued:

DESCRIPTION Albert E. Feuz and Margaret C. Feuz. Oil and Gas lease, April 7, 1976

All that part of the NW¼SE¼ and of the SW¼NE¼ and of the SE¼NW¼ of Section 29; T.38N., R.113W., 6th P. M. lying North and East of the U. S. Highway No. 187, described as follows:
Beginning at the NE corner of the SE¼NW¼ of said Section 29, which point is marked with a cobblestone 4x8x12 inches, set in the ground, marked 1/16 on the North face and B on the South face, with a pole setting alongside, and proceeding Easterly along the North line of the SW¼NE¼ of said Section 29 for a distance of 1311 feet, more or less to the NE corner of said SW¼NE¼; thence proceeding Southerly along the East line of said SW¼NE¼ a distance of 1318 feet, more or less, to the SE corner of said SW¼NE¼; thence continuing Southerly along the East line of the NW¼SE¼ of said Section 29 a distance of 733 feet, more or less, to the point where the East line of said NW¼SE¼ intersects the Northerly right-of-way line of U. S. Highway No. 187, which is approximately at Station 762+69.4 of the Highway Survey; thence proceeding along the Northerly right-of-way line of U. S. Highway No. 187, 53°27' W., a distance of 694.6 feet, more or less, to Station 755+74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right-of-way line of U. S. Highway No. 187 around a 2°00' spiral curve to the right for a distance of 200 feet to Station 753+74.8 of the Highway Survey, which point is the beginning of a circular curve to the right; thence continuing along the Northerly right-of-way line of U. S. Highway No. 187 around a 2°00' circular curve to the right, the central angle of which is 6°00' for a distance of 300 feet to Station 750+74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the northerly right-of-way line to U. S. Highway No. 187 around a 2°00' spiral curve to the right for a distance of 200 feet, more or less, to Station 748+74.8 of the Highway Survey, which point is the end of said curve; thence continuing along the Northerly right of way line of U. S. Highway No. 187, N.43°27'W., a distance of 1610.2 feet, more or less, to approximately Station 732+64.6 of the Highway Survey, the point where the Northerly right-of-way line of the U. S. Highway No. 187 intersects the North line of the SE¼NW¼ of said Section 29; thence proceeding Easterly along the North line of said SE¼NW¼ a distance of 873 feet, more or less, to the Northeast corner of said SE¼NW¼, which point is the point of beginning of this traverse hereinbefore mentioned,
EXCEPT a tract of land deeded to Jess Johnson, recorded in Book 7 of Deeds, page 431, described as follows:
Beginning at corner No. 1, which lies N.78°42'W., a distance of 2842.4 feet from the W¼ corner of Section 28, T.38N., R.113W., 6th P. M.; thence N.43°35'W., a distance of 335 feet to corner No. 2, which is along the U. S. Highway No. 187 right-of-way fence; thence N.46°25'E., for a distance of 130 feet to corner No. 3; thence S.43°35'E., for a distance of 335 feet to corner No. 4; thence S.46°25'W., for a distance of 130 feet to corner No. 1, the place of beginning, containing approximately 1 acre of land.

Compli[redacted]any now or hereafter existing act, bill or statu[redacted]ting to be enacted by any Federal or State [redacted] authority, or w orders, judgme[redacted]es, rules, regulations made or promulgated b[redacted]Federal courts, State or Federal offices, boar[redacted]ions or committ purporting to be made under authority of any such act, bill or statute, [illegible] constitute a violation of any of the terms of this lease or be considere breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termina 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 e 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 th 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 wh inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lea 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 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 yea herein first mentioned.

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 o 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 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.

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.

(SEAL) (SEAL)

x Albert E. Feuz (SEAL)

Albert E. Feuz (SEAL)

SS# 520 38 8530

(SEAL) (SEAL)

x Margaret C. Feuz (SEAL)

Margaret C. Feuz (SEAL)

STATE OF Wyoming
COUNTY OF Teton } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of May, 1976, personally appeared Albert E Feuz and Margaret C Feuz, 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 free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 10-10-78

Leo M Chase
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

Albert E. Feuz, et ux

TO

Northwest Exploration Corp.

Dated , 19

Lot Block Addition

Section Township Range

No. of acres County

Term

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 2nd day of June, 19 76, at 9 o'clock A.M., and duly recorded in Book 321 Misc, Page 636 of the records of this office.

Lois J. Yake
County Clerk—Register of Deeds.

By Marilyn Bratton
Deputy.

When Recorded
Return to

45465

Fees $6.00

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me appeared

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

President of , 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.

My Commission Expires

Notary Public

Prod. 82 BH 80

639

Producers 88 Spec.– U

OIL AND GAS LEASE

TFS-W-0819

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 5th day of ~~October~~ May, 19 76 by and between

Dorothy P. Mounts and Jack Mounts, her husband
5540 West Dry Creek Road
of Healdsburg, California 95448, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82602, hereinafter called lessee:

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

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

154066

RECORDED June 2 19 76 9:00 A M
IN BOOK 52 Oil & Gas Leases PAGE 639
FEES $4.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

of ~~XXXXX~~ XXXXX R~~XXX~~ and containing 760.00 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bank of America Bank at Healdsburg, California 95448, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dorothy P. Mounts (SEAL)
Dorothy P. Mounts (SEAL)
Jack Mounts (SEAL)
Jack Mounts (SEAL)
(SEAL)
(SEAL)

STATE OF CALIFORNIA }
COUNTY OF SOROMA Sonoma } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of May 17, 19 76, personally appeared Dorothy P. Mounts

and Jack Mounts, her husband

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

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

My Commission Expires

OFFICIAL SEAL
ERNEST J. DEMOSTENE
NOTARY PUBLIC-CALIFORNIA
SONOMA COUNTY
My Commission Expires Dec. 19, 1978

Notary Public.

P. O. Box 216, Healdsburg, CA. 95448

State of

County of

The foregoing instrument was acknowledged before me this day of 19

by

Witness my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT (For use by Corporation)

State of }
County of } ss.

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

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

Notary Puolic.

(SEAL)

My Commission expires

No.

FROM

TO

Dated , 19

No. Abs

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

641

#621776-001
EEB/mjm

062-0132

RENTAL DIVISION ORDER

STATE OF WYOMING

COUNTY/~~PARISH~~ OF SUBLETTE

WHEREAS, under date of June 8th, 1972, National Bank of San Antonio, Trustee of the Mary E. Richardson Trust, as Lessor, executed and delivered to Humble Oil & Refining Company, as Lessee, an Oil, Gas and Mineral Lease recorded in Volume 48, Page 509 of the Oil and Gas Records of Sublette, County/~~Parish~~, State of Wyoming, to which reference is here made for all purposes; and

WHEREAS, said lease is in force and effect and now owned by EXXON CORPORATION insofar as said lease covers

192.00 acres, more or less, and more particularly described in said lease, to which lease and the record thereof reference is here made for a more complete description.

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
The Jackson State Bank, Trustee of the Mary E. Richardson Trust	Jackson, Wyoming 83001	$192.00	Direct
National Bank of Commerce of San Antonio, Trustee of the Mary E. Richardson Trust	P. O. Drawer 121 San Antonio, TX 78291	NONE	

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 23rd day of April, 1976.

~~WITNESSES~~

NATIONAL BANK OF COMMERCE OF SAN ANTONIO,
TRUSTEE OF THE MARY E. RICHARDSON TRUST
By: Edwin L. Wiswell
Trust Officer
I.D. 74-6059366

CAR-PRO—1383-B

[redacted] [redacted] [redacted]

STATE OF TEXAS }
COUNTY OF BEXAR } SS.

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT
(INDIVIDUAL)

On this 23rd day of April, 1976, before me personally appeared Edwin L. Cromwell
Trust Officer, National Bank of Commerce of San Antonio, Texas

to me known to be the person(x) described in and who executed the foregoing instrument, and acknowledged that he (~~she or they~~) executed the same as his (~~her or their~~) free act and deed, in a fiduciary capacity only.

Given under my hand and seal the day and year last above written.

Rosalie G. Patton
Notary Public
ROSALIE G. PATTON
Notary Public, Bexar County, Texas

My commission expires: June 1, 1977

154967

RECORDED June 2 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 641
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

Exxon Corporation
Attn: Betty J. Lewis
P. O. Box 2305
Houston, Texas 77001

643

PRODUCERS 88-RH 80

OIL AND GAS LEASE

KINTZELS-CASPER

AGREEMENT, Made and entered into this 5th. day of April, 19 76

by and between Roy T. Fisk and Carolyn B. Fisk, husband and wife
Box 61 Star Route
Jackson, Wyoming 83001
of ....., hereinafter called lessor (whether one or more) and

Northwest Exploration Company
of One Park Central Denver, Colorado 80202, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 38 NORTH, RANGE 114 WEST
Section 24: N½NE¼, E½NE¼NW¼
Section 13: H.E. SURVEY #237, Begin at cor Sec 13,18,24.
Th N 89 degrees 57' W 39.83chains; ThN 89 degrees 50' W 9.91ch, Th N 1 degree 2' 9.95ch
Th N 89 degrees 25' E 9.84ch; Th N 12.37ch; Th S 86 degrees 15' E 39.75ch; Th S 10'
E 19.88ch to POB

TOWNSHIP 38 NORTH, RANGE 113 WEST
Section 18: Lot 4, SW¼SE¼SW¼
Section 19: Lot 1, NE¼NW¼

and containing -320- 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 5th. day of April, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Jackson State Bank at Jackson, Wyoming 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 ***Threehundredtwenty 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 [redacted] a part or parts of said lands which the said [redacted] any assignee thereof shall make due payment [redacted] entals. An assignment of this lease, [redacted] or in part, shall as to the extent of such assig[redacted]lieve and discharge the lessee of all obliga[redacted] under.

Compliance with any now or hereafter existing act, bill or statute [redacted] to be enacted by any Federal or State [redacted] orders, judgments, [redacted]s, rules, regulations made or promulgated by [redacted] Federal courts, State or Federal offices, boards [redacted]ons or committees purporting to be [redacted] under authority of any such act, bill or statute, [redacted] constitute a violation of any of the terms of t[redacted] 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 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 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 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 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.

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.

Roy T. Fisk (SEAL)

x Roy T. Fisk (SEAL)

Roy T. Fisk (SEAL)

SS# 520 34 7713 (SEAL)

Carolyn B. Fisk (SEAL)

x Carolyn B. Fisk (SEAL)

Carolyn B. Fisk (SEAL)

(SEAL)

STATE OF WYOMING } SS.
COUNTY OF Sublette }

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 5th. day of April, 19 76, personally appeared Roy T. Fisk and Carolyn B. Fisk, 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 executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 5, 1976

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

Term

STATE OF } SS.
COUNTY OF }

This instrument was filed for record on the 3rd day of June, A.D. 19 76, at 9:00 o'clock A. M., and duly recorded in Book 524 of the records of this office.

Fee $4.50

Lake
County Clerk—Register of Deeds.

By Dorothy Rentz
Deputy.

When Recorded
Return to

154,092

STATE OF } SS.
COUNTY OF }

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

My Commission Expires

Notary Public

Prod. 88 BH 80

Mobil Oil [redacted]ion
P. O. Box [redacted]
Denver, CO 80217
Attn: Title Records Section

[redacted] [redacted] W-2590

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 30th day of December, 1947, by and between MARGARET L. JUSTHEIM, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee";

W I T N E S S E T H

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated November 1, 1946, by and between the United States of America, party of the first part, as Lessor, and MARGARET L. JUSTHEIM, party of the second part, as Lessee, and designated as Serial Number Evanston 022239, covering the following described lands situated in the County of Sublette, State of Wyoming, as follows:

T. 28 N., R. 113 W., 6th P.M.

Sec. 8: E½, E½W½

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease in an amount equal to Two Per Cent (2%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon. The Two Per Cent (2%) reserved royalty of Assignor shall only be payable in money, and Assignor shall not have the right to take such royalty in kind.

/...

The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then latest revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, or General Petroleum Corporation, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5¢) per barrel on Assignor's royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to Two Per Cent (2%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to Two Per Cent (2%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

[redacted] [redacted] [redacted] /...

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

The overriding royalties retained and reserved by Assignor shall be payable in cash and not in kind on or before the 25th day of each calendar month, based upon production for the preceding month.

The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

Assignee shall pay all rentals from and after the date of this Assignment accruing under said Lease to the Government, and shall pay or deliver all royalties due the Government under said lease.

Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

Assignor hereby represents and warrants that Assignor is the owner without encumbrance of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

Assignee shall have the right at any time and from time to time, on notice in writing and the payment of the sum of One Dollar ($1.00) to Assignor, to surrender, in whole or in part, all rights hereunder as to all or any portion of said lands, whereupon Assignee

/...

shall be released and discharged from any and all obligations or liability under this Assignment as to the said lands or portion thereof so surrendered except for royalties theretofore accrued and unpaid and for the abandonment of wells as required by the Secretary of the Interior and governmental agency of the State of Wyoming. Any surrender of a portion of the lands shall be by legal subdivisions.

Assignor shall have the right at all reasonable times to inspect the lands, the work done and in progress thereon and the production therefrom, and may inspect the books kept be Assignee in relation to the production from said lands, to take copies thereof, and to ascertain the production and amount saved and sold therefrom. Assignee agrees on written request to furnish to Assignor copies of the logs of all wells drilled by Assignee on said lands.

Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control, and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney-in-fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subject to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, insofar as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

/...

[redacted] [redacted] [redacted]

Assignor, whether one or more, hereby severally waives all rights in the lands above described subject to this Assignment under all exemption laws of the State of Wyoming.

Assignee shall not descriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

This Assignment is subject to final approval by the Secretary of the Interior.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

WITNESSES:

Margaret L Justheim

MARGARET L. JUSTHEIM
Assignor

STATE OF Utah)
)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by MARGARET L. JUSTHEIM, on this 2nd day of June, 1976.

Witness my hand and official seal.

My Commission Expires:

April 21, 1977

Notary Public

154158

RECORDED June 8 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 646
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

PRODUCERS 88-9H 30

OIL AND GAS LEASE

KINTZELS-CASPER

AGREEMENT, Made and entered into this 22nd. day of April, 19 76

by and between Daisy Dean Francisco, a widow, formerly Daisy Dean Hicks, a widow
One-Bar Cross Ranch, Hoback Route
Pinedale, Wyoming 82941
of , hereinafter called lessor (whether one or more) and
Northwest Exploration Company
One Park Central Denver, Colorado 80202
of , 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 37 NORTH, RANGE 113 WEST

Section 26: SE¼SW¼, SW¼SE¼
Section 35: NE¼NW¼, NW¼NE¼

and containing -160- acres, more or less. It is agreed that this lease shall remain in force for a term of Five (5) years from 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 22nd. day of April, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Jackson State Bank at Jackson, Wyoming 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 ***Onehundredsixty 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 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 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 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 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.

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.

Daisy Dean Francisco (SEAL) ..... (SEAL)

Daisy Dean Francisco (SEAL) ..... (SEAL)

Social Security No. 520-44-7587 (SEAL) ..... (SEAL)

STATE OF Colorado } SS.
COUNTY OF Dolores }

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 25th day of March, 1976, personally appeared Daisy Dean Francisco, to 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 Oct 1-79

Notary Public
County Clerk

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

OIL AND GAS LEASE

154219

FROM .....

TO .....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

Term .....

No. of acres .....

STATE OF Colorado } SS.
COUNTY OF Dolores }

This instrument was filed for record on the 11th day of June, 19 76, at 2:10 o'clock P. M., and duly recorded in Book 270, Page 652 of the records of this office.

Fee $4.50

By Daisy Q. Clark
County Clerk—Register of Deeds.

When Recorded Return to Daisy Dean Francisco

Deputy.

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

President of ....., 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 and deed of said corporation.

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

My Commission Expires

.....

Notary Public

od. 88 BH 80

PRODUCERS 88-BH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of April, 19 76

by and between Sally Louise Noble Kidd (formerly Sally Louise Noble) and David Thomas Kidd, (aka D. Thomas Kidd)
wife and husband

of 3321 Carmel Drive Casper, Wyoming 82601, hereinafter called lessor (whether one or more) and

of Northwest Exlporation Company
One Park Central Denver, Colorado 80202, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

and containing -460.90- 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 5th. day of April, 19 77, 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 Western National Bank at Casper, Wyoming 82601 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 ***Fourhundredsixty and 90/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 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 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 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 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.

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)
x Sally Louise Noble Kidd (SEAL)
Sally Louise Noble Kidd
SS# 520 38 7309
(SEAL)

(SEAL)
(SEAL)
x David Thomas Kidd (SEAL)
David Thomas Kidd
(SEAL)

STATE OF WYOMING } SS.
COUNTY OF NATRONA

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 5th day of April A.D., 1976, personally appeared Sally Louise Noble Kidd and David Thomas Kidd, 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 Dec 15, 1976

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

OIL AND GAS LEASE

154220

FROM

TO

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

No. of acres .....

Term .....

STATE OF Wyoming } SS.
COUNTY OF Sublette

This instrument was filed for record on the 14th day of April, 1976, at 2:22 o'clock P.M., and duly recorded in Book 52 Misc., Page 654 of the records of this office.

Mary G. Uhrle
County Clerk—Register of Deeds.

By Marilyn Preston
Deputy.

When Recorded Return to .....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

President of ....., 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.

My Commission Expires

Notary Public

Prod. 88 BH 80

PRODUCERS 88-PH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of April, 19 76

by and between Robert Charles Noble and Arlene R. Noble, husband and wife
6392 1130 EAST
Salt Lake City, Utah 84121
of , hereinafter called lessor (whether one or more) and
Northwest Exploration Company
One Park Central Denver, Colorado 80202
of , 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

and containing -460.90- 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 5th. day of April, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Valley Bank, East Murray Branch Bank at Salt Lake City, Utah 84101 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 ***Fourhundredsixty and 90/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 lease 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 80 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 80 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 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 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 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 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.

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 Charles Noble (SEAL)
Robert Charles Noble (SEAL)
SS# 520-34-9494 (SEAL)
(SEAL)

x Arlene R. Noble (SEAL)
Arlene R. Noble (SEAL)
(SEAL)

STATE OF Utah } SS.
COUNTY OF Salt Lake }

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 3 day of May, 19 76, personally appeared Robert Charles Noble and Arlene R. Noble, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 4/17/77

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

OIL AND GAS LEASE

154221

FROM

TO

Dated ....., 19....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

No. of acres ..... Term .....

STATE OF Utah } SS.
COUNTY OF Salt Lake }

This instrument was filed for record on the 11th day of May, 19 76, at 2:20 o'clock P. M., and duly recorded in Book 2282, Page 656 of the records of this office.

Leo J. Hale
County Clerk—Register of Deeds.

By Dorothy Lee Peterson Deputy.

When Recorded Return to .....

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

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

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

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

My Commission Expires

Notary Public

Prod. 88 BH 80

PRODUCERS 88-9H 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of April, 19 76

by and between Donald Richard Noble and Colleen Noble, husband and wife
Box 222
Grace, Idaho ~~83121~~ 83241, hereinafter called lessor (whether one or more) and

of Northwest Exploration Company
One Park Central Denver, Colorado 80202, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

and containing -460.90- 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 5th. day of April, 19 77, 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 Bank & Trust ~~First National~~ of Idaho Bank at Soda Springs, Idaho 83276 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 ***Fourhundredsixty and 90/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

D.R.N. 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 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.

D.R.N. 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 80 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 80 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 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 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 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 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Donald Richard Noble (SEAL)
Donald Richard Noble (SEAL)
(SEAL)
SS# 520 38 8397 (SEAL)

x Colleen Noble (SEAL)
Colleen Noble (SEAL)
(SEAL)
(SEAL)

STATE OF Idaho }
COUNTY OF Oneida } 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 3rd day of May, 1976, personally appeared Donald Richard Noble and Colleen Noble, 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 3-29-80

Notary Public

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

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

My Commission Expires .....

Notary Public

OIL AND GAS LEASE

FROM .....

TO .....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

No. of acres ..... County .....

Term .....

STATE OF Idaho }
COUNTY OF Oneida } SS.

This instrument was filed for record on the 11th day of May, 1976, at 8:00 o'clock A.M., and duly recorded in Book 5004, Page 658 of the records of this office.

Dee Q. Clarke
County Clerk—Register of Deeds.

By Phyllis Oberle
Deputy.

When Recorded Return to .....

54822

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

President of ....., 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.

My Commission Expires

.....
Notary Public

Prod. 88 BH 80

PRODUCERS 88-8H 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of April, 19 76

by and between Kenneth Vance Noble Jr. and Dorothy A. Noble, husband and wife
1033 Highland
Elko, Nevada 89801
of , hereinafter called lessor (whether one or more) and

Northwest Exploration Company
One Park Central Denver, Colorado 80202
of , 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST
Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

and containing -460.90- 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 5th. day of April, 19 77, 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 (main branch) Bank at Elko, Nevada 89801 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 ***Fourhundredsixty and90/100*** 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, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

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 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 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 80 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 80 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 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 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 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 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Kenneth Vance Noble Jr. (SEAL)	x Dorothy A. Noble (SEAL)
Kenneth Vance Noble Jr. (SEAL)	Dorothy A. Noble (SEAL)
SS# 520 34 1708 (SEAL)	(SEAL)

STATE OF NEVADA
COUNTY OF ELKO } 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 3rd day of MAY, 19 76, personally appeared KENNETH VANCE NOBLE and DOROTHY A. NOBLE, 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 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 Feb. 6, 1977

JEAN B. YANCEY
Notary Public - State of Nevada
Elko County, Nevada
Commission Expires Feb. 1977

Jean B. Yancey
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

Commission Expires

Notary Public

OIL AND GAS LEASE

154223

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County Term

No. of acres

STATE OF Nevada
COUNTY OF Elko } SS.

This instrument was filed for record on the 11th day of May, 1976, at 2:20 o'clock P.M., and duly recorded in Book 520 of the records of this office. Page 660

By Jean B. Yancey Deputy.
County Clerk—Register of Deeds.

When Recorded Return to Marilyn Lenton

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

My Commission Expires

Notary Public

od. 88 BH 80

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That THOMAS A. CHORNEY, Suite 432, 475 17th Street, Denver, Colorado 80202, 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 deliver without warranty, express or implied, unto JUDITH A. BULLER, an individual, 2366 South Locust #C, Denver, Colorado 80222, as Assignee, all of Assignor's right, title and interest in and to those certain overriding royalties set forth of Exhibit "A", attached hereto and made a part hereof, on all of the oil, gas and other hydrocarbon substances that may be produced, saved or marketed from the oil and gas leases described in said Exhibit "A" covering lands situtated in Sublette County, State of Wyoming.

EXECUTED this 27th day of May, 1976

Thomas A. Chorney

Thomas A. Chorney

154257

RECORDED June 14, 1976 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 662
FEES $5.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 27th day of May, 1976, personally appeared Thomas 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.

Elizabeth B Cullen
Notary Public

My commission expires June 12, 1978

662

EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS dated May 27, 1976, from THOMAS A. CHORNEY to JUDITH A. BULLER

PAGE ONE OF ONE

STATE OF WYOMING

COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE	ORR
49035 7	Max Boroff and Marion Boroff, husband and wife; Boroff Land and Livestock, Inc., a Wyoming Corporation	Inter-American Petroleum Corporation and Thomas A. Chorney	3-12-76	Township 34 North, Range 111 West, 6th P.M. Section 8: NE¼SE¼, S½SE¼ Section 9: SE¼NE¼, S½ Section 10: S½SW¼ Section 15: NW¼NW¼ Section 17: NE¼, E½NW¼	840.00	52	568	1/4-1%
49035 8	Mary H. Pape, Individually and as Executrix of the Estate of Lester Pape	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	Township 34 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, S½N½, SE¼, E½SW¼, NW¼SW¼ Section 5: SE¼NE¼, NE¼SE¼ Section 9: N½N½ Township 35 North, Range 111 West, 6th P.M. Section 33: E½	1,116.17	52	570	1/4-1%
49035 9	Lester Pape & Son Ranches, Inc.	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	Township 34 North, Range 111 West, 6th P.M. Section 4: Lot 4 Section 5: Lots 1, 2, 3, 4, S½NW¼, SW¼NE¼, NW¼SE¼, NE¼SW¼ Township 35 North, Range 111 West, 6th P.M. Section 32: SE¼SW¼, S½SE¼, NE¼SE¼ Section 33: W½SW¼	638.18	52	572	1/4-1%

663

OIL AND [redacted]EASES

PER EXHIBIT "A" ATTACHED

KNOW ALL MEN BY THESE PRESENTS That Jack J. Grynberg
1050 - 17th Street, Suite 1950, 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
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Rachel Susan Grynberg, beneficiary under the"Rachel Susan Trust"		1.66667% of 8/8 or 1/3 of total override conveyed
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"		1.66667% of 8/8 or 1/3 of total override conveyed
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"		1.66666% of 8/8 or 1/3 of total override conveyed

Being in all a total of an undivided 5% of 8/8 (Five percent of eight eighths) unless total override conveyed is specifically mentioned for a particular lease 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:

See Exhibit "A" attached

154279

RECORDED June 15, 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 664
FEES $10.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Containing ..... acres, more or less.

WITNESS our hands this 21st day of April, 19 76

Jack J. Grynberg

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 21st day of April, 19 76, before me personally appeared Jack J. Grynberg, the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
December 8, 1979

Residing in Denver, Colorado

664

EXHIBIT "A"

OUR NO.	FEDERAL NO.	EFFECTIVE DATE
W-4595	USA-W-21420	November 1, 1969
T27N-R112W, 6th PM		Sublette County, Wyoming

That portion of the bed of the Green River Riparian to Lots 6 and 7, Sec. 2, T. 27 N., R. 112 W., 6th Prin. Mer., Wyoming, described by metes and bounds as follows:

Beginning at the meander corner of Secs 2 and 3, T 27 N, R 112 W, on the right bank of the Green River; thence S 56½ degrees E, 9.00 chains more or less on a line normal to the river to the intersection of the lot line between lots 7 and 8, Sec 2. Thence with the meanders of the left bank of the Green River upstream along lot 7, Sec 2; N 57 degrees E, 1.00 chains, thence N 38½ degrees E, 13.50 chains; thence N 44½ degrees E, 4.80 chains; thence N 2½ degrees E, 4.30 chains; thence N 39½ degrees W, 2.00 chains more or less to the intersection of the lot line between lots 4 and 7, Sec 2; thence West 4.00 chains more or less on a line normal to the river to the intersection of the line between lots 5 and 6 with the right bank of the Green River; thence with the meanders of the right bank downstream; S 44½ degrees E, 2.20 chains; thence S 4¼ degrees E, 1.30 chains; thence S 64½ degrees W, 1.40 chains; thence S 44 degrees W, 6.10 chains; thence S 52-3/4 degrees W, 6.70 chains; thence S 66¼ degrees W, 6.60 chains to the meander corner of Secs 2 and 3 on the right bank of the Green River and point of beginning;

Containing 13.96 acres, more or less

TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 4% of 8/8ths

W-4549 — USA-W-9802 — February 1, 1968

T35N-R114W, 6th PM
Sec. 5: Lots 3, 4, S½NW¼, SW¼
6: All
8: SW¼

Sublette County, Wyoming

Containing 1090.32 acres, more or less

TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 4% of 8/8ths

W-60,171 — USA-W-21149 — December 1, 1969

T27N-R107W, 6th PM
Sec. 28: All
30: Lots 1,2,3,4, E½W½, E½
32: All
34: All

Sublette County, Wyoming

Containing 2546.56 acres, more or less

TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 4% of 8/8ths

W-60,534 — USA-W-3777 — February 1, 1967

T31N-R112W, 6th PM
Sec. 19: Lots 1,2,3,4, E½SW¼, SE¼
29: W½NE¼, SE¼NE¼, W¼, SE¼
30: Lots 1,2,3,4, E½, E½W½

T31N-R113W, 6th PM
Sec. 13: E½NE¼, NW¼NE¼
24: E½, SE¼SW¼

Sublette County, Wyoming

Containing 1937.08 acres, more or less

TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 2% of 8/8ths

EXHIBIT "A"

OUR NO.	FEDERAL NO.	EFFECTIVE DATE
W-60,183	USA-W-31964	December 1, 1971
T27N-R110W, 6th PM Sec. 18: SE¼SE¼ Containing 40.00 acres, more or less		Sublette County, Wyoming
W-60,737	USA-W-46968	September 1, 1974
T27N-R108W, 6th PM Sec. 19: SE¼ Sec. 20: NW¼ Containing 320.00 acres, more or less		Sublette County, Wyoming
W-60,092	USA-W-29908	August 1, 1971
T36N-R112W, 6th PM Sec. 4: Lots 2, 3, 4, S½NW¼ Containing 196.56 acres, more or less		Sublette County, Wyoming
W-4705	USA-W-25364	October 1, 1970
T28N-R115W, 6th PM Sec. 35: NE¼NE¼ Containing 40.00 acres, more or less		Sublette County, Wyoming
W-4837	USA-W-21402	November 1, 1969
T27N-R109W, 6th PM Sec. 34: SE¼NW¼ Containing 40.00 acres, more or less TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 3% of 8/8ths		Sublette County, Wyoming
W-60,178	STA-W-69-17174	November 2, 1969
T27N-R107W Sec. 36: All Containing 640.00 acres, more or less TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 4% of 8/8ths		Sublette County, Wyoming
W-60,119	STA-W-71-3232	February 2, 1971
T34N-R109W Sec. 36: All Containing 640.00 acres, more or less TOTAL OVERRIDING ROYALTY TO BE CONVEYED: 3% of 8/8ths		Sublette County, Wyoming
W-4980	STA-W-71-5031	April 2, 1971
T34N-R110W Sec. 10: S½NW¼, N½SW¼ Containing 160.00 acres, more or less		Sublette County, Wyoming

Producers 88 [redacted]

OIL AN[redacted]AS LEASE

[redacted] TFS-W-0819
BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 5th day of ~~October~~ May, 1976 by and between

Ann I. Muir, a widow
1534 Brown Street
of Martinez, California 94553, hereinafter called lessor (whether one or more) and

Thomas F. Stroock
P. O. Box 2875, Casper, Wyoming 82602
of , hereinafter called lessee:

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

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

Township 31 North, Range 113 West, 6th P.M.

Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

154336

RECORDED June 12 1976 9:00 A M
IN BOOK 52 Oil & Gas Leases PAGE 668
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXX~~ and containing 760.00 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Wells Fargo Bank, Martinez Br. Bank at Martinez, California 94553, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ann I. Muir (SEAL)
Ann I. Muir

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of June, 19 76, personally appeared Ann I. Muir, a widow

~~XXX~~

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

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

My Commission Expires

JEANNE P. SIMPSON
NOTARY PUBLIC — CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires Dec. 4, 1977

Jeanne P. Simpson
Notary Public.

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19.....

No. Acres

County,

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

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 [redacted] OIL AN[redacted]AS LEASE [redacted] BLUE PRINT CO. CASPER, WYOMING TRS-W-0819

AGREEMENT, Made and entered into this 5th day of ~~October~~ May, 1976 by and between

Jean M. Muir Miller, a single woman
860 Bates Avenue
of El Cerito, California 94530, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
P. O. Box 2875, Casper, Wyoming 82602
of, hereinafter called lessee:

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

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

154337

RECORDED June 17, 1976 9:00 A.M.
IN BOOK 52 Oil & Gas Lease PAGE 670
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

of ~~XXXXX~~ ~~XXXXX~~ ~~XXXX~~ and containing 760.00 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bank of America, Mira Vista Br. Bank at Richmond, California 94805 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

✓ Jean M. Muir Miller (SEAL)
Jean M. Muir Miller (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

670

STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of JUNE, 19 76, personally appeared Jean M. Muir Miller, a single woman

OFFICIAL SEAL
LOUISE A. BROOKS
NOTARY PUBLIC CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Aug. 28, 1976

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

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

My Commission Expires 8-28-76

Louise A. Brooks
Louise A. Brooks Notary Public.

State of _____ }
County of _____ } ss.

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

Witness my hand and official seal.
My Commission Expires: Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM

TO

_____, 19____

No. Acres _____

_____ County, _____

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

_____ County Clerk.

_____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

664

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned STANLEY M. EDWARDS AND CAROLYN S. EDWARDS, P.O. Box 1214, Englewood, Colorado 80110

(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 RUBIE C. BELL, 1331 Third Street

of New Orleans, LA., 70130,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 45% of 1/2 of 1% of 8/8ths ORRI or .00225% of 8/8ths Overriding Royalty Interest 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:

SEE ATTACHED EXHIBIT "A"

$15.00
RECORDED May 6, 1976 AT 9:00 A.M.
IN BOOK 125R PAGE 664 SUBLETTE CO., WYO.
NO. 478436 ALAN E. ZEISLER, CLERK

154359

RECORDED June 18 1976 9:00 A.M
IN BOOK 52 Oil & Gas Lse PAGE 672
FEES $7.50 Lois E. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

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.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 13th day of April, 1976.

By: _____
STANLEY M. EDWARDS

By: Carolyn S. Edwards
CAROLYN S. EDWARDS

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 13th day of April, 1976, by STANLEY M. EDWARDS AND CAROLYN S. EDWARDS

Witness my hand and notarial seal.
My commission expires 8-14-79

Karen A. Woodworth
Notary Public

672

Identification
State leases

Lease Date &
Expiration

Exhibit "A"
LINCOLN AND SUBLETTE COUNTIES, WYOMING

State leases	Lease Date & Expiration	Description of Lands	Acreage
Wyo. St. 72-9481	5-2-72 5-1-82	Township 26 N. Range 115 W. , 6th P.M. Res. Tr. 48: (Orig. NE¼SW¼ Sec. 17) Res. Tr. 50: (Orig. NE¼NW¼ Sec. 20) Sec. 32: NW¼SE¼	120.00
Wyo. St. 72-9482	5-2-72 5-2-82	Township 26 N. Range 115 W., 6th P.M. Sec. 32: W½NE¼	80.00
Wyo. St. 72-9483	5-2-72 5-2-82	Township 23 N. Range 115 W. , 6th P.M. Sec. 4: SE¼SE¼ Sec. 32: NW¼NE¼ Sec. 33: NE¼SE¼	120.00
Wyo. St. 72-9484	5-2-72 5-2-82	Township 23N. Range 115 W. , 6th P.M. Sec. 15: NE¼NW¼	40.00
Wyo. St. 72-9485	5-2-72 5-2-82	Township 26 N., Range 115 W. , 6th P.M. Sec. 5: Tract 38 (Orig. Lots 3,4,) Township 26 N. , Range 116 W. , 6th P.M. Sec. 36: All res. Tr. 43	719.52
Wyo. St. 72-9486	5-2-72 5-2-82	Township 27 N. , Range 116 W. ,6P.M. Res. Tr. 38 (Orig Sec. 36: All)	640.00
Wyo. St. 72-10381	6-2-72 6-2-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 6: Lot 1	39.51
Wyo. St. 72-10382	6-2-72 6-2-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 3: Lot 3, SW¼NW¼, N½SE¼ Section 10: SW¼NE¼, NE¼NW¼ Township 26 N. , Range 115 W. 6th P.M. Section 29: Tract 58: (Orig. SE¼SE¼)	280.09
Wyo. St. 72-37788	12-2-72 12-2-82	Township 27 N. Range 115 W. 6th P.M. Sec. 28: Res. Tr. 42 (Orig. SW¼NW¼) Sec. 33: Res. Tr. 46 (Orig. SW¼SW¼)	80.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
State Lands			
Wyo.St. 72-21752	10-2-72 to 10-2-82	Township 25 North, Range 117 West, 6th P.M. Section 16: All, Section 36: All,	1280.00
Wyo.St. 72-21751	10-2-72 to 10-2-82	Township 24 North, Range 117 West, 6th P.M. Section 16: All (Res. Tr. 69) Section 31: Lot 5, Section 32: $SE\frac{1}{4}$ $NE\frac{1}{4}$,	720.00
Wyo. St. 72-21755	10-2-72 to 10-2-82	Township 24 North, Range 118 West, 6th P.M. Section 36: All (Originally-now Res. Tr. 56)	640.00
Wyo.St. 72-21753	10-2-72 to 10-2-82	Township 23 North, Range 118 West, 6th P.M. Section 16: All, Section 27: $SW\frac{1}{4}$ $NE\frac{1}{4}$,	680.00
Wyo. St. 72-21754	10-2-72 to 10-2-82	Township 23 North, Range 118 West, 6th P.M. Section 27: $NE\frac{1}{4}$ $NW\frac{1}{4}$,	40.00
Wyo. St. 72-14403	7-2-72 7-2-82	Township 20 North, Range 119 West, 6th P.M. Section 5: Lot 8, Section 29: $SW\frac{1}{4}$ $NW\frac{1}{4}$, Township 21 North, Range 119 West, 6th P.M. Section 36: All,	713.89
Wyo. St. 72-14404	7-2-72 7-2-82	Township 21 North, Range 119 West, 6th P.M. Section 16: All, Section 26: $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 35: $SW\frac{1}{4}$ $NW\frac{1}{4}$,	720.00

674

999

Lease Identification Wyoming State	Lease Date & Expiration	Description of Lands	Acreage
Wyo.St. 72-14401	7-2-72 7-2-82	Township 21 North, Range 118 West, 6th P.M. Section 36: All	640.00
Wyo. St. 72-14402	7-2-72 7-2-82	Township 22 North, Range 118 West, 6th P.M. Section 5: Lots 7, 8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 8: $W\frac{1}{2}$,	639.78

STATE ACREAGE TOTAL: 8,192.79

660

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned STANLEY M. EDWARDS AND CAROLYN S. EDWARDS, P.O. Box 1214, Englewood, Colorado 80110

(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 BRYAN BELL, 1331 Third Street

of New Orleans, LA., 70130 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 45% of 1/2 of 1% of 8/8ths ORRI or .00225% of 8/8ths Overriding Royalty Interest 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:

SEE ATTACHED EXHIBIT "A"

$15.00
RECORDED May 6, 1976 AT 9:00 A.M.
IN BOOK 125 PR PAGE 660 SUBLETTE CO., WYO.
NO. 478435 ALVIN E. BIESTER, CLERK

154360

RECORDED June 18 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 676
FEES $ 7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 13th day of April, 19 76.

By: STANLEY M. EDWARDS

By: Carolyn S. Edwards
CAROLYN S. EDWARDS

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 13th day of April, 19 76, by STANLEY M. EDWARDS AND CAROLYN S. EDWARDS

Witness my hand and notarial seal.
My commission expires 8-14-79

Karen L. Woodworth
Notary Public

"WYOMING RANGE AREA" Exhibit "A" LINCOLN AND SUBLETTE COUNTIES, WYOMING

Lease Identification state leases	Lease Date & Expiration	Description of Lands	Acreage
Wyo. St. 72-9481	5-2-72 5-1-82	Township 26 N. Range 115 W. , 6th P.M. Res. Tr. 48: (Orig; NE¼SW¼ Sec. 17) Res. Tr. 50: (Orig. NE¼NW¼ Sec. 20) Sec. 32: NW¼SE¼	120.00
Wyo. St. 72-9482	5-2-72 5-2-82	Township 26 N. Range 115 W., 6th P.M. Sec. 32: W½NE¼	80.00
Wyo. St. 72-9483	5-2-72 5-2-82	Township 23 N. Range 115 W. , 6th P.M. Sec. 4: SE¼SE¼ Sec. 32: NW¼NE¼ Sec. 33: NE¼SE¼	120.00
Wyo. St. 72-9484	5-2-72 5-2-82	Township 23N. Range 115 W. , 6th P.M. Sec. 15: NE¼NW¼	40.00
Wyo. St. 72-9485	5-2-72 5-2-82	Township 26 N., Range 115 W. , 6th P.M. Sec. 5: Tract 38 (Orig. Lots 3,4,) Township 26 N. , Range 116 W. , 6th P.M. Sec. 36: All res. Tr. 43	719.52
Wyo. St. 72-9486	5-2-72 5-2-82	Township 27 N. , Range 116 W. ,6P.M. Res. Tr. 38 (Orig Sec. 36: All)	640.00
Wyo. St. 72-10381	6-2-72 6-2-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 6: Lot 1	39.51
Wyo. St. 72-10382	6-2-72 6-2-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 3: Lot 3, SW¼NW¼, N½SE¼ Section 10: SW¼NE¼, NE¼NW¼ Township 26 N. , Range 115 W. 6th P.M. Section 29: Tract 58: (Orig. SE¼SE¼)	280.09
Wyo. St. 72-37788	12-2-72 12-2-82	Township 27 N. Range 115 W. 6th P.M. Sec. 28: Res. Tr. 42 (Orig. SW¼NW¼) Sec. 33: Res. Tr. 46 (Orig. SW¼SW¼)	80.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
State Lands			
Wyo.St. 72-21752	10-2-72 to 10-2-82	Township 25 North, Range 117 West, 6th P.M. Section 16: All, Section 36: All,	1280.00
Wyo.St. 72-21751	10-2-72 to 10-2-82	Township 24 North, Range 117 West, 6th P.M. Section 16: All (Res. Tr. 69) Section 31: Lot 5, Section 32: $SE\frac{1}{4}$ $NE\frac{1}{4}$,	720.00
Wyo. St. 72-21755	10-2-72 to 10-2-82	Township 24 North, Range 118 West, 6th P.M. Section 36: All (Originally-now Res. Tr. 56)	640.00
Wyo.St. 72-21753	10-2-72 to 10-2-82	Township 23 North, Range 118 West, 6th P.M. Section 16: All, Section 27: $SW\frac{1}{4}$ $NE\frac{1}{4}$,	680.00
Wyo. St. 72-21754	10-2-72 to 10-2-82	Township 23 North, Range 118 West, 6th P.M. Section 27: $NE\frac{1}{4}$ $NW\frac{1}{4}$,	40.00
Wyo. St. 72-14403	7-2-72 7-2-82	Township 20 North, Range 119 West, 6th P.M. Section 5: Lot 8, Section 29: $SW\frac{1}{4}$ $NW\frac{1}{4}$, Township 21 North, Range 119 West, 6th P.M. Section 36: All,	713.89
Wyo. St. 72-14404	7-2-72 7-2-82	Township 21 North, Range 119 West, 6th P.M. Section 16: All, Section 26: $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 35: $SW\frac{1}{4}$ $NW\frac{1}{4}$,	720.00

679

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
Wyoming State			
Wyo.St. 72-14401	7-2-72 to 7-2-82	Township 21 North, Range 118 West, 6th P.M. Section 36: All	640.00
Wyo. St. 72-14402	7-2-72 to 7-2-82	Township 22 North, Range 118 West, 6th P.M. Section 5: Lots 7, 8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 8: $W\frac{1}{2}$,	639.78

STATE ACREAGE TOTAL: 8,192.79

632

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned STANLEY M. EDWARDS AND CAROLYN S. EDWARDS, P.O. Box 1214, Englewood, Colorado 80110

(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 R. K. O'CONNELL, BOX 2003

of Casper, Wyoming 82602,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 10% of 1/2 of 1% of 8/8ths ORRI or .0005% of 8/8ths Overriding Royalty Interest 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:

SEE ATTACHED EXHIBIT "A"

$15.00
RECORDED May 6, 1976 AT 9:00 A.
IN BOOK 125 Pr PAGE 632 PINEDALE, WYO.
NO. 478432 ALAN E. ZIEGLER, CLERK

INDEXED ✓
ABSTRACTED ✓
PHOTOSTATIC RECORDED ✓

154361

RECORDED June 18 19 76 9:00 A.M
IN BOOK 52 Oil & Gas Lease PAGE 680
FEES $ 7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Ranton

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.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 13th day of April, 1976.

By: Stanley M. Edwards
STANLEY M. EDWARDS

By: Carolyn S. Edwards
CAROLYN S. EDWARDS

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of April, 1976, by STANLEY M. EDWARDS AND CAROLYN S. EDWARDS
Witness my hand and notarial seal.
My commission expires 8-14-79

NOTARY PUBLIC STATE OF COLORADO

Karen A. Woodworth
Notary Public

Exhibit "A" LINCOLN AND SUBLETTE COUNTIES, WYOMING

State Leases	Term Date & Expiration	Description of Lands	Acreage
Wyo. St. 72-9481	5-2-72 5-1-82	Township 26 N. Range 115 W. , 6th P.M. Res. Tr. 48: (Orig. NE¼SW¼ Sec. 17) Res. Tr. 50: (Orig. NE¼NW¼ Sec. 20) Sec. 32: NW¼SE¼	120.00
Wyo. St. 72-9482	5-2-72 5-2-82	Township 26 N. Range 115 W., 6th P.M. Sec. 32: W½NE¼	80.00
Wyo. St. 72-9483	5-2-72 5-2-82	Township 23 N. Range 115 W. , 6th P.M. Sec. 4: SE¼SE¼ Sec. 32: NW¼NE¼ Sec. 33: NE¼SE¼	120.00
Wyo. St. 72-9484	5-2-72 5-2-82	Township 23N. Range 115 W. , 6th P.M. Sec. 15: NE¼NW¼	40.00
Wyo. St. 72-9485	5-2-72 5-2-82	Township 26 N., Range 115 W. , 6th P.M. Sec. 5: Tract 38 (Orig. Lots 3,4,) Township 26 N. , Range 116 W. , 6th P.M. Sec. 36: All res. Tr. 43	719.52
Wyo. St. 72-9486	5-2-72 5-2-82	Township 27 N. , Range 116 W. ,6P.M. Res. Tr. 38 (Orig Sec. 36: All)	640.00
Wyo. St. 72-10381	6-2-72 6-2-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 6: Lot 1	39.51
Wyo. St. 72-10382	6-2-72 6-2-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 3: Lot 3, SW¼NW¼, N½SE¼ Section 10: SW¼NE¼, NE¼NW¼ Township 26 N. , Range 115 W. 6th P.M. Section 29: Tract 58: (Orig. SE¼SE¼)	280.09
Wyo. St. 72-37788	12-2-72 12-2-82	Township 27 N. Range 115 W. 6th P.M. Sec. 28: Res. Tr. 42 (Orig. SW¼NW¼) Sec. 33: Res. Tr. 46 (Orig. SW¼SW¼)	80.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
State Lands			
Wyo.St. 72-21752	10-2-72 to 10-2-82	Township 25 North, Range 117 West, 6th P.M. Section 16: All, Section 36: All,	1280.00
Wyo.St. 72-21751	10-2-72 to 10-2-82	Township 24 North, Range 117 West, 6th P.M. Section 16: All (Res. Tr. 69) Section 31: Lot 5, Section 32: $SE\frac{1}{4}$ $NE\frac{1}{4}$,	720.00
Wyo. St. 72-21755	10-2-72 to 10-2-82	Township 24 North, Range 118 West, 6th P.M. Section 36: All (Originally-now Res. Tr. 56)	640.00
Wyo.St. 72-21753	10-2-72 to 10-2-82	Township 23 North, Range 118 West, 6th P.M. Section 16: All, Section 27: $SW\frac{1}{4}$ $NE\frac{1}{4}$,	680.00
Wyo. St. 72-21754	10-2-72 to 10-2-82	Township 23 North, Range 118 West, 6th P.M. Section 27: $NE\frac{1}{4}$ $NW\frac{1}{4}$,	40.00
Wyo. St. 72-14403	7-2-72 7-2-82	Township 20 North, Range 119 West, 6th P.M. Section 5: Lot 8, Section 29: $SW\frac{1}{4}$ $NW\frac{1}{4}$, Township 21 North, Range 119 West, 6th P.M. Section 36: All,	713.89
Wyo. St. 72-14404	7-2-72 7-2-82	Township 21 North, Range 119 West, 6th P.M. Section 16: All, Section 26: $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 35: $SW\frac{1}{4}$ $NW\frac{1}{4}$,	720.00

682

634

635

Lease Identification Wyoming State	Lease Date & Expiration	Description of Lands	Acreage
Wyo.St. 72-14401	7-2-72 7-2-82	Township 21 North, Range 118 West, 6th P.M. Section 36: All	640.00
Wyo. St. 72-14402	7-2-72 7-2-82	Township 22 North, Range 118 West, 6th P.M. Section 5: Lots 7, 8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 8: $W\frac{1}{2}$,	639.78

683

STATE ACREAGE TOTAL: 8,192.79

629

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned STANLEY M. EDWARDS AND CAROLYN S. EDWARDS, P.O. Box 1214, Englewood, Colorado 80110

(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 R. K. O'CONNELL, BOX 2003

of Casper, Wyoming 82602, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 10% of 1/2 of 1% of 8/8ths ORRI or .0005% of 8/8ths Overriding Royalty Interest 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:

SEE ATTACHED EXHIBIT "A"

#53.50
RECORDED May 6, 1976 AT 9:05 A.M.
IN BOOK 125PR PAGE 629 RIVERTON, WYO.
NO. 478431 ALAN E. ZIEGLER, CLERK

INDEXED	✓
ABSTRACTED	✓
PHOTOSTATIC RECORDED	✓

154362

RECORDED June 18, 19 76 9:00 A M
IN BOOK 52 Oil & Gas Lease PAGE 684
FEES $2.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 13th day of April, 1976.

By: Stanley M. Edwards
STANLEY M. EDWARDS

By: Carolyn S. Edwards
CAROLYN S. EDWARDS

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 13th day of April, 1976, by STANLEY M. EDWARDS AND CAROLYN S. EDWARDS
Witness my hand and notarial seal.
My commission expires 8-14-79

Karen A. Woodsmith
Notary Public

624

685

EXHIBIT "A"
WYOMING RANGE AREA — LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE IDENTIFICATION	LEASE DATE & EXPIRATION	DESCRIPTION OF LANDS	ACREAGE
		Township 25 N. , Range 115 W. 6th P.M.	920.00
W-34978	6-1-72 6-1-82	Sec. 9: SE¼ Sec. 21: E½ Sec. 28: NE¼, NE¼SE¼ Sec. 34: E½W½, NW¼NW¼, SW¼SW¼	
W-34979	6-1-72 6-1-82	Township 27 N. , RAnge 115 W. 6th P.M. Sec. 11: NE¼, N½SE¼, SE¼SE¼	280.00
W-34499	9-1-72 9-1-82	Township 27 N. Range 115 W. 6th P.M. Sec. 5: S½SE¼ Sec. 7: Lots 7,8,11,12, NE¼, E½SE¼ Sec. 18: Lots 5 through 12, E½NE¼, E½SW¼, SE¼ Sec. 19: Lots 5 through 8, E½W½, E½ Sec. 30: Lots 5,6,7,8, NE¼, NE¼SW¼, E½NW¼ Sec. 31: Lots 5 through 13, 14,15	2358.28
W-34500	8-1-72 8-1-82	Township 25 N. Range 115 W. 6th P.M. Sec. 3: Lots 1,2,4, SE¼NW¼, S½NE¼, S½SE¼ Sec. 4: Lots 1 through 4, S½N½, SW¼ Sec. 5: Lots 1,2,3, SE¼NW¼, S½NE¼, SE¼, E½SW¼ Sec. 6: Lots 2,3,6, SW¼NE¼ Township 25½ N. Range 115 W. 6th P.M. Sec. 31: Lots 1 through 4 Sec. 32: Lots 1 through 4 Sec. 33: Lots 1 through 4 Township 26 N. Range 115 W. 6 th P.M. Sec. 31: Lots 5,6,7,8,9,10,11,12, NE¼NE¼ Sec. 32: Lots 1 thru 4, W½NW¼, N½SW¼, E½NE¼, NE¼SE¼ Sec. 33: Lot 2, NW¼	2537.59

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-34509	9-1-72 9-1-82	Township 24 North, Range 115 West, 6th P.M. Section 7: Lots 1 through 20, $SE\frac{1}{4}$, Section 18: Lots 1 through 20, $E\frac{1}{2}$, Section 19: Lots 1,2,3,4,7,8,9,10, $NE\frac{1}{4}$,	2549.32
W-34511	8-1-72 8-1-82	Township 25 North, Range 115 West, 6th P.M. Section 8: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Section 9: $N\frac{1}{2}$, $SW\frac{1}{4}$, Section 10: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, Section 18: Lots 1,4, $SE\frac{1}{4}SW\frac{1}{4}$, Section 19: Lots 1 through 4, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, Section 21: $NE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 28: $E\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, Section 30: Lots 1,2, $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, Section 32: $N\frac{1}{2}NE\frac{1}{4}$, Section 33: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$,	2518.07
W-34608	9-1-72 9-1-82	Township 26 North, Range 115 West, 6th P.M. Section 28: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Tract 55 (Section 19 & 20) Tract 64 (Section 19 & 30) Tract 70 (Section 31) Section 32: $E\frac{1}{2}NW\frac{1}{4}$, Section 33: $NW\frac{1}{4}SW\frac{1}{4}$, Section 29: $W\frac{1}{2}$, Section 30: $E\frac{1}{2}SE\frac{1}{4}$,	720.00
W-34609	8-1-72 8-1-82	Township 27 North, Range 115 West, 6th P.M. Section 7: Lots 6,9,10, Section 31: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Section 30: $SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$,	653.81

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-34503	8-1-72 8-1-82	Township 26 N. Range 115 W. 6 th P.M. Sec. 7: Lots 5,6,7,8,9, E½SW¼ Sec.18: Lots 5,6,7,8, E½W½, E½ Sec. 17: Lots 1 thru 10, W½E½, N½NW¼ Sec. 16: Lots 1 thru 7 Sec. 19: Lots 1 thru 12, N½NE¼, SW¼NE¼, NW¼SE¼ Sec. 20: Lots 1 thru 4, SE¼NW¼, E½SW¼, SW¼SW¼, N½SE¼, NE¼	2449.42
W-34504	9-1-72 9-1-82	Township 26 N. Range 115 W. 6th P.M. Sec. 20: Lots 5,6, Sec. 21: Lot 1, N½SW¼, SE¼SW¼, SE¼, N½ Sec. 28: Lots 1 thru 8, SW¼NW¼, NW¼SW¼, S½S½ Sec. 29: Lots 1 thru 6, S½NE¼ Sec. 30: Lots 5 thru 9, SE¼NE¼, Tr. 56 Sec. 33: Lots 1,3,4, NE¼SE¼, NE¼, NE¼ SW¼ (/ Excluding 6.41 Acres in Tr. 67)	2112.92
W-34505	8-1-72 8-1-82	Township 26N. Range 115 W. 6th P.M. Sec. 5: Lots 5 thru 11, S½NW¼, S½ Sec. 6: Lots 12,13,16,17,18,SE¼NW¼, S½NE¼, E½SW¼ SE¼ Sec. 7: E½ Sec. 8: N½, SW¼, N½SE¼, SW¼SE¼, Lot 1, Sec. 9: NW¼, N½S½, Lots 1,2,3,4,	2520.32
W-34506	9-1-72 9-1-82	Township 23N. Range 115 W. 6th P.M. Sec. 19: Lots 1 thru 14,17,18,19,20 Sec. 30: Lots 1,2,3,4,7,8,9,10,12,11,13,14, 17,18,19,20, E½ Sec. 31: Lots 1,2,3,8,9,10,11,12,13,16,17,18, 19,20,E½	2504.60
W-34507	8-1-72 8-1-82	Township 23 N. Range 115 W. 6th P.M. Sec. 6: Lots 8 thru 22 Inclusive Sec. 7: Lots 1-20 Inclusive Section 18: Lots 1 thru 20 Inclusive, E½	2517.98
W-34508	9-1-72 9-1-82	Township 23 N. Range 115 W. 6th P.M. Sec. 6: Lots 1 thru 7 Township 24 N. Range 115 W. 6th P.M. Sec. 19: Lots 11 thru 20, SE¼ Sec. 30: Lots 1,2,3,8,9,10,11,12,13,18,19,20,E½ Sec. 31: Lots 1,2,3,8,9,10,11,12,13,16,17,18,19,20,E½	2599.24

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-35000	12-1-73 12-1-83	Township 26 N. Range 116 W. 6th P.M. Sec.2: Lots 5,6,7,8,9,10,11,SW¼NE¼,N½SE¼ S½NW¼, SW¼ Sec. 3: All Sec. 10: E½ Sec. 11: Lots 1,2,3,4,5,W½SE¼, W½	2138.94
W-35001	12-1-73 12-1-83	Township 27 N. Range 116 W. 6 thP.M. Sec. 2: Lots 5,6,7,8,S½N½, S½ Sec. 3: Lots 5,6,7,8,S½N½, S½ Sec.4: Lots 5,6,7,8, S½N½, S½ Sec. 5: Lots 5,6,7,8, S½N½, S½	2529.00
W-35002	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 8: E½ Sec. 9: All Sec. 10: All Sec. 11: All Sec. 15: W½	2560.00
W-35003	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 15: E½ Sec. 21: E½ Sec. 22: All Sec. 23: All Sec. 26: Lot 1, SW¼SE¼, N½SE¼, SW¼, N½	2559.68
W-35004	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 28: E½ Sec. 34: All	960.00
W-36893	11-1-72 11-1-82	Township 26 N. Range 115 W. , 6th P.M. Sec. 1: Lots 5,6,11,12,13,14,15,NW¼SE¼	320.16
W-37679	2-1-73 2-1-83	Township 22 N. Range 115 W. , 6th P.M. Sec. 7: E½W½, W½SE¼, SE¼SE¼ Sec.17: W½SW¼ Sec.19: N½NE¼, SE¼NE¼, NE¼NW¼, SE¼SW¼, NE¼SE¼, S½SE¼ Sec. 20: S½NE¼, NW¼, S½ Sec. 30: NE¼, E½NW¼, N½SE¼, SE¼SE¼ Sec. 32: All	2240.00

688

624

625

689

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-35026	9-1-72 9-1-82	Township 21 North, Range 119 West, 6th P.M. Section 1: Lots 5,6,7,8, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 12: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 13: All,	1679.76
W-35027	9-1-72 9-1-82	Township 20 North, Range 119 West, 6th P.M. Section 8: All, Section 17: All, Section 20: All, Section 29: $E\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$,	2520.00
W-35028	9-1-72 9-1-82	Township 20 North, Range 119 West, 6th P.M. Section 5: Lots 5,6,7, $S\frac{1}{2}$, Township 21 North, Range 119 West, 6th P.M. Section 24: All, Section 25: All,	1701.47
W-35029	7-1-72 7-1-82	Township 22 North, Range 118 West, 6th P.M. Section 6: Lots 8,9,10,11,12,13,14, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 18: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 19: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	1897.38
W-35031	9-1-72 9-1-82	Township 21 North, Range 118 West, 6th P.M. Section 25: All,	640.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
	9-1-72	Township 23 N., Range 115 W. 6 th P.M.	799.83
W-36036	9-1-82	Tract 39- B, C, D, (Sec. 5) Tract 40- B, C, F, (Sec. 8) Tract 41- B, C, D, E, (Sec. 17) Tract 42-B, C, (Sec. 20) Sec. 19 : E½	
W-34501	2-1-73 2-1-83	Township 26 N, Range 115 W. 6 th P.M. Sec. 6: Lots 8,9,10,11, 14, 15 Twp. 26 N. Range 116 W. 6 th P.M. Sec. 1: Lots 5,6,7,8,9,10,11,12,13, SW¼NE¼ NW¼SE¼, NE¼SW¼., SW¼SW¼ Sec. 12: Lots 1,2,3,4,5, Sec. 13: Lots 1,2,3,4,5, SW¼SW¼ Sec. 24: Lots 1,2,3,4,5, W½ Sec. 25: Lots 1,2,3,4,5,6,7, NW¼, W½NE¼, N½SW¼, NW¼SE¼	2093.30
W-34502	2-1-73 2-1-83	Township 27 N. Range 115 W. 6 th P.M. Sec. 6: Lots 8 thru 14, S½NE¼, SE¼NW¼, E½SW¼, SE/4 Township 27 N. Range 116 W. 6th P.M. Sec. 1: Lots 5,6,9,10,11, SW¼NE¼ Sec. 12: Lots 1,2,3,4, W½E½, W½ Sec. 13: Lots 1,2,3,4, W½E½, W½ Sec. 25: Lots 1,2,3,4,5,6,7, NW¼,W½NE¼, N½SW¼, NW¼SE¼	2502.93
W-34510	10-1-72 10-1-82	Township 24 N. Range 115 W. 6 th P.M. Sec. 6: Lots 9 thru 20, 23 thru 31, SE/4 Sec. 7: NE¼ Township 25 N. Range 115 W. 6 th P.M. Section 30: Lots 3,4, E½SW¼, W/2SE/4 Section : 31: Lots 1,2,3,4,E½W½, E½	2037.57
W-34610	10-1-72 10-1-82	Township 24 N. , Range 115 W. 6 th P.M. Sec. 6: Lots 1 thru 7 Township 25 N. Range 115 W. 6 th P.M. Sec. 29: SE¼SW¼	411.25

629

629

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36895	12-1-73 12-1-83	Township 26 N. Range 116 W. 6th P.M. Section 22: E½ Section 27: E½	640.00
W-37314	12-1-72 12-1-82	Township 27 N. Range 115 W. 6th P.M. Section 29: Lots 1,2, N½, SW¼, W½SE¼ Section 32: Lots 1 thru 12, NW¼, N½S½	1281.52
W-39393	5-1-73 5-1-83	Township 27 N. Range 115 W. , 6th P.M. Section 4: S½SW¼, E½SE¼, NW¼SE¼ Section 9: N½SW¼	280.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36917	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 18: $SE\frac{1}{4}$, Section 19: Lots 5,6,10,11, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}$ $SE\frac{1}{4}$, Section 20: All, Section 21: All, Section 28: All,	2520.00
W-36918	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 29: Lots 1 through 10, $NE\frac{1}{4}$ $NE\frac{1}{4}$, $NW\frac{1}{4}$ $NW\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}$, Section 30: Lots 6,7,9,10,11,12,13,14,15,16,17, $SE\frac{1}{4}$ $NE\frac{1}{4}$, $SE\frac{1}{4}$, Section 31: Lots 6 through 14, $E\frac{1}{2}$, Section 32: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}$ $NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$,	2163.36
W-36919	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 33: All,	640.00
W-36920	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 7: Lots 7,8, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 8: $S\frac{1}{2}$ Section 17: All, Section 18: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 19: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	2551.86
W-36921	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 20: All, Section 29: All, Section 30: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 31: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	2558.48

692

692

629

693

ROCK CREEK AREA
Exhibit "A"

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
Federal Leases			
W-36908	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 21: All, Section 27: $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 28: All, Section 33: E/2, E/2NW/4, S/2SW/4, NE/4SW/4 Section 34: $W\frac{1}{2}$,	2400.00
W-36909	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 4: Lots 5,6, $SE\frac{1}{4}$, Section 3: $SW\frac{1}{4}$, Section 9: $E\frac{1}{2}$, $SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Section 10: $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Section 15 All, Section 22: $W\frac{1}{2}$,	2560.09
W-36910	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 3: Lots 5,6,7,8, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, Township 24 North, Range 118 West, 6th P.M. Section 24: $E\frac{1}{2}SE\frac{1}{4}$, Section 25: Lots 1,2,3,4, $NW\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, Section 34: All, Section 35: All, Section 36: Lots 1,2,3,4,5, $W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,	2496.92
W-36911	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 22: All, Section 23: $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Section 24: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Section 26: $W\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Section 27: All,	2560.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36912	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 12: S½, Section 13: All, Section 14: All, Section 15: All, Section 24: N½,	2560.00
W-36913	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 3: Lots 5 through 16, S½, Section 10: All, Section 11: All, Section 12: N½,	2459.04
W-36914	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 6: Lots 8 through 22, 24, 25, Township 24 North, Range 118 West, 6th P.M. Section 1: Lots 5 through 16, S½, Section 2: Lots 5 through 16, S½,	2472.35
W-36915	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 6: SE¼, Section 7: Lots 8 through 16, NE¼ NE¼, S½NE¼, N½SE¼, Section 8: All, Section 9: NW¼, W½NE¼, Section 5: Lots 5 through 16, S½	2462.40
W-36916	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 3: Lots 9, 10, 11, 12, 13, Section 4: Lots 5, 8 through 13, 17, 19, 20, 21, S½, Section 9: Lots 1 through 7, Tract 79, Lots 6,7,14,15,16,18,(Sec. 3 & 4) Section 10: Lot 1, Section 16: Lots 1 through 6, S½S½, Section 17: All, Section 18: Lots 5 through 16, S½NE¼,	2458.13

694

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36922	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 9: $S\frac{1}{2}$, Section 10: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 15: $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 22: $N\frac{1}{2}$, $SE\frac{1}{4}$, $NE\frac{1}{4}$ $SW\frac{1}{4}$, Section 23: $NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}$ $NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}$ $SW\frac{1}{4}$, $SE\frac{1}{4}$ $SE\frac{1}{4}$, Section 24: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}$,	2520.00
W-36923	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 27: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$ $SW\frac{1}{4}$, Section 28: $NE\frac{1}{4}$, $S\frac{1}{2}$, Section 32: $NW\frac{1}{4}$, $S\frac{1}{2}$, Section 33: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $S\frac{1}{2}$, Section 34: $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$ $NE\frac{1}{4}$, $S\frac{1}{2}$	2280.00
W-36924	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 24: $SE\frac{1}{4}$, Section 25: All, Section 26: $E\frac{1}{2}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 35: $N\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $SE\frac{1}{4}$ $NE\frac{1}{4}$, $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,	1720.00

FEDERAL ACREAGE TOTAL: 98,416.97

635

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned STANLEY M. EDWARDS AND CAROLYN S. EDWARDS, P.O. Box 1214, Englewood, Colorado 80110

(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 RUBIE C. BELL, 1331 Third Street

of New Orleans, LA., 70130,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 45% of 1/2 of 1% of 8/8th ORRI or .00225% of 8/8ths Overriding Royalty Interest 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:

SEE ATTACHED EXHIBIT "A"

154363

RECORDED June 18 19 76 2:00 A M
IN BOOK 52 Misc Records PAGE 696
FEES $ 2150 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

#53.50
RECORDED May 6, 1976 AT 9:00 A
IN BOOK 125 R PAGE 636
NO. 478433 COUNTY CLERK

INDEXED ✓
ABSTRACTED ✓
PHOTOSTATIC RECORDED

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.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 13th day of April, 1976.

By: STANLEY M. EDWARDS

By: Carolyn S. Edwards
CAROLYN S. EDWARDS

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 13th day of April, 1976, by STANLEY M. EDWARDS AND CAROLYN S. EDWARDS

Witness my hand and notarial seal.
My commission expires 8-14-79

Karen A. Woodworth
Notary Public

696

EXHIBIT "A"
WYOMING RANGE AREA — LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE IDENTIFICATION	LEASE DATE & EXPIRATION	DESCRIPTION OF LANDS	ACREAGE
		Township 25 N. , Range 115 W. 6th P.M.	920.00
W-34978	6-1-72 6-1-82	Sec. 9: SE¼ Sec. 21: E½ Sec. 28: NE¼, NE¼SE¼ Sec. 34: E½W½, NW¼NW¼, SW¼SW¼	
W-34979	6-1-72 6-1-82	Township 27 N. , RAnge 115 W. 6th P.M. Sec. 11: NE¼, N½SE¼, SE¼SE¼	280.00
W-34499	9-1-72 9-1-82	Township 27 N. Range 115 W. 6th P.M. Sec. 5: S½SE¼ Sec. 7: Lots 7,8,11,12, NE¼, E½SE¼ Sec. 18: Lots 5 through 12, E½NE¼, E½SW¼, SE¼ Sec. 19: Lots 5 through 8, E½W½, E½ Sec. 30: Lots 5,6,7,8, NE¼, NE¼SW¼, E½NW¼ Sec. 31: Lots 5 through 13, 14,15	2358.28
W-34500	8-1-72 8-1-82	Township 25 N. Range 115 W. 6th P.M. Sec. 3: Lots 1,2,4, SE¼NW¼, S½NE¼, S½SE¼ Sec. 4: Lots 1 through 4, S½N½, SW¼ Sec. 5: Lots 1,2,3, SE¼NW¼, S½NE¼, SE¼, E½SW¼ Sec. 6: Lots 2,3,6, SW¼NE¼ Township 25½ N. Range 115 W. 6th P.M. Sec. 31: Lots 1 through 4 Sec. 32: Lots 1 through 4 Sec. 33: Lots 1 through 4 Township 26 N. Range 115 W. 6 th P.M. Sec. 31: Lots 5,6,7,8,9,10,11,12, NE¼NE¼ Sec. 32: Lots 1 thru 4, W½NW¼, N½SW¼, E½NE¼, NE¼SE¼ Sec. 33: Lot 2, NW¼	2537.59

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-34509	9-1-72 9-1-82	Township 24 North, Range 115 West, 6th P.M. Section 7: Lots 1 through 20, $SE\frac{1}{4}$, Section 18: Lots 1 through 20, $E\frac{1}{2}$, Section 19: Lots 1,2,3,4,7,8,9,10, $NE\frac{1}{4}$,	2549.32
W-34511	8-1-72 8-1-82	Township 25 North, Range 115 West, 6th P.M. Section 8: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Section 9: $N\frac{1}{2}$, $SW\frac{1}{4}$, Section 10: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, Section 18: Lots 1,4, $SE\frac{1}{4}SW\frac{1}{4}$, Section 19: Lots 1 through 4, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, Section 21: $NE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 28: $E\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, Section 30: Lots 1,2, $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, Section 32: $N\frac{1}{2}NE\frac{1}{4}$, Section 33: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$,	2518.07
W-34608	9-1-72 9-1-82	Township 26 North, Range 115 West, 6th P.M. Section 28: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Tract 55 (Section 19 & 20) Tract 64 (Section 19 & 30) Tract 70 (Section 31) Section 32: $E\frac{1}{2}NW\frac{1}{4}$, Section 33: $NW\frac{1}{4}SW\frac{1}{4}$, Section 29: $W\frac{1}{2}$, Section 30: $E\frac{1}{2}SE\frac{1}{4}$,	720.00
W-34609	8-1-72 8-1-82	Township 27 North, Range 115 West, 6th P.M. Section 7: Lots 6,9,10, Section 31: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Section 30: $SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$,	653.81

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-34503	8-1-72 8-1-82	Township 26 N. Range 115 W. 6 th P.M. Sec. 7: Lots 5,6,7,8,9, E½SW¼ Sec.18: Lots 5,6,7,8, E½W½, E½ Sec. 17: Lots 1 thru 10, W½E½, N½NW¼ Sec. 16: Lots 1 thru 7 Sec. 19: Lots 1 thru 12, N½NE¼, SW¼NE¼, NW¼SE¼ Sec. 20: Lots 1 thru 4, SE¼NW¼, E½SW¼, SW¼SW¼, N½SE¼, NE¼	2449.42
W-34504	9-1-72 9-1-82	Township 26 N. Range 115 W. 6th P.M. Sec. 20: Lots 5,6, Sec. 21: Lot 1, N½SW¼, SE¼SW¼, SE¼, N½ Sec. 28: Lots 1 thru 8, SW¼NW¼, NW¼SW¼, S½S½ Sec. 29: Lots 1 thru 6, S½NE¼ Sec. 30: Lots 5 thru 9, SE¼NE¼, Tr. 56 Sec. 33: Lots 1,3,4, NE¼SE¼, NE¼, NE¼ SW¼ (/ Excluding 6.41 Acres in Tr. 67)	2112.92
W-34505	8-1-72 8-1-82	Township 26N. Range 115 W. 6th P.M. Sec. 5: Lots 5 thru 11, S½NW¼, S½ Sec. 6: Lots 12,13,16,17,18,SE¼NW¼, S½NE¼, E½SW¼ SE¼ Sec. 7: E½ Sec. 8: N½, SW¼, N½SE¼, SW¼SE¼, Lot 1, Sec. 9: NW¼, N½S½, Lots 1,2,3,4,	2520.32
W-34506	9-1-72 9-1-82	Township 23N. Range 115 W. 6th P.M. Sec. 19: Lots 1 thru 14,17,18,19,20 Sec. 30: Lots 1,2,3,4,7,8,9,10,12,11,13,14, 17,18,19,20, E½ Sec. 31: Lots 1,2,3,8,9,10,11,12,13,16,17,18, 19,20,E½	2504.60
W-34507	8-1-72 8-1-82	Township 23 N. Range 115 W. 6th P.M. Sec. 6: Lots 8 thru 22 Inclusive Sec. 7: Lots 1-20 Inclusive Section 18: Lots 1 thru 20 Inclusive, E½	2517.98
W-34508	9-1-72 9-1-82	Township 23 N. Range 115 W. 6th P.M. Sec. 6: Lots 1 thru 7 Township 24 N. Range 115 W. 6th P.M. Sec. 19: Lots 11 thru 20, SE¼ Sec. 30: Lots 1,2,3,8,9,10,11,12,13,18,19,20,E½ Sec. 31: Lots 1,2,3,8,9,10,11,12,13,18,19,20,E½	2599.24

639

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-35000	12-1-73 12-1-83	Township 26 N. Range 116 W. 6th P.M. Sec.2: Lots 5,6,7,8,9,10,11,SW¼NE¼,N½SE¼ S½NW¼, SW¼ Sec. 3: All Sec. 10: E½ Sec. 11: Lots 1,2,3,4,5,W½SE¼, W½	2138.94
W-35001	12-1-73 12-1-83	Township 27 N. Range 116 W. 6 thP.M. Sec. 2: Lots 5,6,7,8,S½N½, S½ Sec. 3: Lots 5,6,7,8,S½N½, S½ Sec.4: Lots 5,6,7,8, S½N½, S½ Sec. 5: Lots 5,6,7,8, S½N½, S½	2529.00
W-35002	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 8: E½ Sec. 9: All Sec. 10: All Sec. 11: All Sec. 15: W½	2560.00
W-35003	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 15: E½ Sec. 21: E½ Sec. 22: All Sec. 23: All Sec. 26: Lot 1, SW¼SE¼, N½SE¼, SW¼, N½	2559.68
W-35004	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 28: E½ Sec. 34: All	960.00
W-36893	11-1-72 11-1-82	Township 26 N. Range 115 W. , 6th P.M. Sec. 1: Lots 5,6,11,12,13,14,15,NW¼SE¼	320.16
W-37679	2-1-73 2-1-83	Township 22 N. Range 115 W. , 6th P.M. Sec. 7: E½W½, W½SE¼, SE¼SE¼ Sec.17: W½SW¼ Sec.19: N½NE¼, SE¼NE¼, NE¼NW¼, SE¼SW¼, NE¼SE¼, S½SE¼ Sec. 20: S½NE¼, NW¼, S½ Sec. 30: NE¼, E½NW¼, N½SE¼, SE¼SE¼ Sec. 32: All	2240.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-35026	9-1-72 9-1-82	Township 21 North, Range 119 West, 6th P.M. Section 1: Lots 5,6,7,8, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 12: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 13: All,	1679.76
W-35027	9-1-72 9-1-82	Township 20 North, Range 119 West, 6th P.M. Section 8: All, Section 17: All, Section 20: All, Section 29: $E\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$,	2520.00
W-35028	9-1-72 9-1-82	Township 20 North, Range 119 West, 6th P.M. Section 5: Lots 5,6,7, $S\frac{1}{2}$, Township 21 North, Range 119 West, 6th P.M. Section 24: All, Section 25: All,	1701.47
W-35029	7-1-72 7-1-82	Township 22 North, Range 118 West, 6th P.M. Section 6: Lots 8,9,10,11,12,13,14, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 18: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 19: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	1897.38
W-35031	9-1-72 9-1-82	Township 21 North, Range 118 West, 6th P.M. Section 25: All,	640.00

Lease Identification	Expiration	Description of Lands	Acreage
	9-1-72	Township 23 N., Range 115 W. 6 th P.M.	799.83
W-36036	9-1-82	Tract 39- B, C, D, (Sec. 5) Tract 40- B, C, F, (Sec. 8) Tract 41- B, C, D, E, (Sec. 17) Tract 42-B, C, (Sec. 20) Sec. 19 : E½	
W-34501	2-1-73 2-1-83	Township 26 N, Range 115 W. 6 th P.M. Sec. 6: Lots 8,9,10,11, 14, 15 Twp. 26 N. Range 116 W. 6 th P.M. Sec. 1: Lots 5,6,7,8,9,10,11,12,13, SW¼NE¼ NW¼SE¼, NE¼SW¼., SW¼SW¼ Sec. 12: Lots 1,2,3,4,5, Sec. 13: Lots 1,2,3,4,5, SW¼SW¼ Sec. 24: Lots 1,2,3,4,5, W½ Sec. 25: Lots 1,2,3,4,5,6,7, NW¼, W½NE¼, N½SW¼, NW¼SE¼	2093.30
W-34502	2-1-73 2-1-83	Township 27 N. Range 115 W. 6 th P.M. Sec. 6: Lots 8 thru 14, S½NE¼, SE¼NW¼, E½SW¼, SE/4 Township 27 N. Range 116 W. 6th P.M. Sec. 1: Lots 5,6,9,10,11, SW¼NE¼ Sec. 12: Lots 1,2,3,4, W½E½, W½ Sec. 13: Lots 1,2,3,4, W½E½, W½ Sec. 25: Lots 1,2,3,4,5,6,7, NW¼,W½NE¼, N½SW¼, NW¼SE¼	2502.93
W-34510	10-1-72 10-1-82	Township 24 N. Range 115 W. 6 th P.M. Sec. 6: Lots 9 thru 20, 23 thru 31, SE/4 Sec. 7: NE¼ Township 25 N. Range 115 W. 6 th P.M. Section 30: Lots 3,4, E½SW¼, W/2SE/4 Section : 31: Lots 1,2,3,4,E½W½, E½	2037.57
W-34610	10-1-72 10-1-82	Township 24 N. , Range 115 W. 6 th P.M. Sec. 6: Lots 1 thru 7 Township 25 N. Range 115 W. 6 th P.M. Sec. 29: SE¼SW¼	411.25

643

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36895	12-1-73 12-1-83	Township 26 N. Range 116 W. 6th P.M. Section 22: E½ Section 27: E½	640.00
W-37314	12-1-72 12-1-82	Township 27 N. Range 115 W. 6th P.M. Section 29: Lots 1,2, N½, SW¼, W½SE¼ Section 32: Lots 1 thru 12, NW¼, N½S½	1281.52
W-39393	5-1-73 5-1-83	Township 27 N. Range 115 W. , 6th P.M. Section 4: S½SW¼, E½SE¼, NW¼SE¼ Section 9: N½SW¼	280.00

703

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36917	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 18: $SE\frac{1}{4}$, Section 19: Lots 5,6,10,11, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}$ $SE\frac{1}{4}$, Section 20: All, Section 21: All, Section 28: All,	2520.00
W-36918	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 29: Lots 1 through 10, $NE\frac{1}{4}$ $NE\frac{1}{4}$, $NW\frac{1}{4}$ $NW\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}$, Section 30: Lots 6,7,9,10,11,12,13,14,15,16,17, $SE\frac{1}{4}$ $NE\frac{1}{4}$, $SE\frac{1}{4}$, Section 31: Lots 6 through 14, $E\frac{1}{2}$, Section 32: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}$ $NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$,	2163.36
W-36919	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 33: All,	640.00
W-36920	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 7: Lots 7,8, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 8: $S\frac{1}{2}$ Section 17: All, Section 18: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 19: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	2551.86
W-36921	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 20: All, Section 29: All, Section 30: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 31: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	2558.48

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
Federal Leases			
W-36908	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 21: All, Section 27: $NW\frac{1}{4}$ $NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 28: All, Section 33: E/2, E/2NW/4, S/2SW/4, NE/4SW/4 Section 34: $W\frac{1}{2}$,	2400.00
W-36909	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 4: Lots 5,6, $SE\frac{1}{4}$, Section 3: $SW\frac{1}{4}$, Section 9: $E\frac{1}{2}$, $SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$ $NW\frac{1}{4}$, Section 10: $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$ $SE\frac{1}{4}$, Section 15 All, Section 22: $W\frac{1}{2}$,	2560.09
W-36910	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 3: Lots 5,6,7,8, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, Township 24 North, Range 118 West, 6th P.M. Section 24: $E\frac{1}{2}SE\frac{1}{4}$, Section 25: Lots 1,2,3,4, $NW\frac{1}{4}$ $SW\frac{1}{4}$, $NE\frac{1}{4}$ $NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 34: All, Section 35: All, Section 36: Lots 1,2,3,4,5, $W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}$ $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,	2496.92
W-36911	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 22: All, Section 23: $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$ $SE\frac{1}{4}$, Section 24: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Section 26: $W\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}$ $SE\frac{1}{4}$, Section 27: All,	2560.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36912	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 12: S½, Section 13: All, Section 14: All, Section 15: All, Section 24: N½,	2560.00
W-36913	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 3: Lots 5 through 16, S½, Section 10: All, Section 11: All, Section 12: N½,	2459.04
W-36914	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 6: Lots 8 through 22, 24, 25, Township 24 North, Range 118 West, 6th P.M. Section 1: Lots 5 through 16, S½, Section 2: Lots 5 through 16, S½,	2472.35
W-36915	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 6: SE¼, Section 7: Lots 8 through 16, NE¼ NE¼, S½NE¼, N½SE¼, Section 8: All, Section 9: NW¼, W½NE¼, Section 5: Lots 5 through 16, S½	2462.40
W-36916	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 3: Lots 9, 10, 11, 12, 13, Section 4: Lots 5, 8 through 13, 17, 19, 20, 21, S½, Section 9: Lots 1 through 7, Tract 79, Lots 6,7,14,15,16,18,(Sec. 3 & 4) Section 10: Lot 1, Section 16: Lots 1 through 6, S½S½, Section 17: All, Section 18: Lots 5 through 16, S½NE¼,	2458.13

206

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36922	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 9: $S\frac{1}{2}$, Section 10: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 15: $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 22: $N\frac{1}{2}$, $SE\frac{1}{4}$, $NE\frac{1}{4}$ $SW\frac{1}{4}$, Section 23: $NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}$ $NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}$ $SW\frac{1}{4}$, $SE\frac{1}{4}$ $SE\frac{1}{4}$, Section 24: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}$,	2520.00
W-36923	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 27: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$ $SW\frac{1}{4}$, Section 28: $NE\frac{1}{4}$, $S\frac{1}{2}$, Section 32: $NW\frac{1}{4}$, $S\frac{1}{2}$, Section 33: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $S\frac{1}{2}$, Section 34: $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$ $NE\frac{1}{4}$, $S\frac{1}{2}$	2280.00
W-36924	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 24: $SE\frac{1}{4}$, Section 25: All, Section 26: $E\frac{1}{2}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 35: $N\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$ $NW\frac{1}{4}$, $SE\frac{1}{4}$ $NE\frac{1}{4}$, $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,	1720.00

FEDERAL ACREAGE TOTAL: 98,416.97

643

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned STANLEY M. EDWARDS AND CAROLYN S. EDWARDS, P.O. Box 1214, Englewood, Colorado 80110

(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 BRYAN BELL, 1331 Third Street

of New Orleans, LA., 70130,

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 45% of 1/2 of 1% of 8/8ths ORRI or .00225% of 8/8ths Overriding Royalty Interest 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:

SEE ATTACHED EXHIBIT "A"

154364

RECORDED June 18 19 76 9:00 A.M
BOOK 52 Oil & Gas Lse PAGE 708
FEES $2.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

$2.50
RECORDED May 6, 1976 AT 9:00 A.M.
IN BOOK 125 Re. 643 RECORDS OF SAID CO.
NO. 478434
INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

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.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 13th day of April 19 76.

By: STANLEY M. EDWARDS

By: Carolyn S. Edwards
CAROLYN S. EDWARDS

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 13th day of April, 19 76, by STANLEY M. EDWARDS AND CAROLYN S. EDWARDS
Witness my hand and notarial seal.
My commission expires 8-14-79

Karen A. Woodworth
Notary Public

649

EXHIBIT
WYOMING RANGE AREA — LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE IDENTIFICATION	LEASE DATE & EXPIRATION	DESCRIPTION OF LANDS	ACREAGE
W-34978	6-1-72 6-1-82	Township 25 N. , Range 115 W. 6th P.M. Sec. 9: SE¼ Sec. 21: E½ Sec. 28: NE¼, NE¼SE¼ Sec. 34: E½W½, NW¼NW¼, SW¼SW¼	920.00
W-34979	6-1-72 6-1-82	Township 27 N. , RAnge 115 W. 6th P.M. Sec. 11: NE¼, N½SE¼, SE¼SE¼	280.00
W-34499	9-1-72 9-1-82	Township 27 N. Range 115 W. 6th P.M. Sec. 5: S½SE¼ Sec. 7: Lots 7,8,11,12, NE¼, E½SE¼ Sec. 18: Lots 5 through 12, E½NE¼, E½SW¼, SE¼ Sec. 19: Lots 5 through 8, E½W½, E½ Sec. 30: Lots 5,6,7,8, NE¼, NE¼SW¼, E½NW¼ Sec. 31: Lots 5 through 13, 14,15	2358.28
W-34500	8-1-72 8-1-82	Township 25 N. Range 115 W. 6th P.M. Sec. 3: Lots 1,2,4, SE¼NW¼, S½NE¼, S½SE¼ Sec. 4: Lots 1 through 4, S½N½, SW¼ Sec. 5: Lots 1,2,3, SE¼NW¼, S½NE¼, SE¼, E½SW¼ Sec. 6: Lots 2,3,6, SW¼NE¼ Township 25½ N. Range 115 W. 6th P.M. Sec. 31: Lots 1 through 4 Sec. 32: Lots 1 through 4 Sec. 33: Lots 1 through 4 Township 26 N. Range 115 W. 6 th P.M. Sec. 31: Lots 5,6,7,8,9,10,11,12, NE¼NE¼ Sec. 32: Lots 1 thru 4, W½NW¼, N½SW¼, E½NE¼, NE¼SE¼ Sec. 33: Lot 2, NW¼	2537.59

709

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-34509	9-1-72 9-1-82	Township 24 North, Range 115 West, 6th P.M. Section 7: Lots 1 through 20, $SE\frac{1}{4}$, Section 18: Lots 1 through 20, $E\frac{1}{2}$, Section 19: Lots 1,2,3,4,7,8,9,10, $NE\frac{1}{4}$,	2549.32
W-34511	8-1-72 8-1-82	Township 25 North, Range 115 West, 6th P.M. Section 8: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Section 9: $N\frac{1}{2}$, $SW\frac{1}{4}$, Section 10: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, Section 18: Lots 1,4, $SE\frac{1}{4}SW\frac{1}{4}$, Section 19: Lots 1 through 4, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, Section 21: $NE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 28: $E\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, Section 30: Lots 1,2, $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, Section 32: $N\frac{1}{2}NE\frac{1}{4}$, Section 33: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$,	2518.07
W-34608	9-1-72 9-1-82	Township 26 North, Range 115 West, 6th P.M. Section 28: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Tract 55 (Section 19 & 20) Tract 64 (Section 19 & 30) Tract 70 (Section 31) Section 32: $E\frac{1}{2}NW\frac{1}{4}$, Section 33: $NW\frac{1}{4}SW\frac{1}{4}$, Section 29: $W\frac{1}{2}$, Section 30: $E\frac{1}{2}SE\frac{1}{4}$,	720.00
W-34609	8-1-72 8-1-82	Township 27 North, Range 115 West, 6th P.M. Section 7: Lots 6,9,10, Section 31: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Section 30: $SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$,	653.81

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-34503	8-1-72 8-1-82	Township 26 N. Range 115 W. 6 th P.M. Sec. 7: Lots 5,6,7,8,9, E½SW¼ Sec. 18: Lots 5,6,7,8, E½NW¼, E½ Sec. 17: Lots 1 thru 10, W½E½, N½NW¼ Sec. 16: Lots 1 thru 7 Sec. 19: Lots 1 thru 12, N½NE¼, SW¼NE¼, NW¼SE¼ Sec. 20: Lots 1 thru 4, SE¼NW¼, E½SW¼, SW¼SW¼, N½SE¼, NE¼	2449.42
W-34504	9-1-72 9-1-82	Township 26 N. Range 115 W. 6th P.M. Sec. 20: Lots 5,6, Sec. 21: Lot 1, N½SW¼, SE¼SW¼, SE¼, N½ Sec. 28: Lots 1 thru 8, SW¼NW¼, NW¼SW¼, S½S½ Sec. 29: Lots 1 thru 6, S½NE¼ Sec. 30: Lots 5 thru 9, SE¼NE¼, Tr. 56 Sec. 33: Lots 1,3,4, NE¼SE¼, NE¼, NE¼ SW¼ (/ Excluding 6.41 Acres in Tr. 67)	2112.92
W-34505	8-1-72 8-1-82	Township 26N. Range 115 W. 6th P.M. Sec. 5: Lots 5 thru 11, S½NW¼, S½ Sec. 6: Lots 12,13,16,17,18,SE¼NW¼, S½NE¼, E½SW¼ SE¼ Sec. 7: E½ Sec. 8: N½, SW¼, N½SE¼, SW¼SE¼, Lot 1, Sec. 9: NW¼, N½S½, Lots 1,2,3,4,	2520.32
W-34506	9-1-72 9-1-82	Township 23N. Range 115 W. 6th P.M. Sec. 19: Lots 1 thru 14,17,18,19,20 Sec. 30: Lots 1,2,3,4,7,8,9,10,12,11,13,14, 17,18,19,20, E½ Sec. 31: Lots 1,2,3,8,9,10,11,12,13,16,17,18, 19,20,E½	2504.60
W-34507	8-1-72 8-1-82	Township 23 N. Range 115 W. 6th P.M. Sec. 6: Lots 8 thru 22 Inclusive Sec. 7: Lots 1-20 Inclusive Section 18: Lots 1 thru 20 Inclusive, E½	2517.98
W-34508	9-1-72 9-1-82	Township 23 N. Range 115 W. 6th P.M. Sec. 6: Lots 1 thru 7 Township 24 N. Range 115 W. 6th P.M. Sec. 19: Lots 11 thru 20, SE¼ Sec. 30: Lots 1,2,3,8,9,10,11,12,13,18,19,20,E½ Sec. 31: Lots 1,2,3,8,9,10,11,12,13,18,19,20,E½	2599.24

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-35000	12-1-73 12-1-83	Township 26 N. Range 116 W. 6th P.M. Sec.2: Lots 5,6,7,8,9,10,11,SW¼NE¼,N½SE¼ S½NW¼, SW¼ Sec. 3: All Sec. 10: E½ Sec. 11: Lots 1,2,3,4,5,W½SE¼, W½	2138.94
W-35001	12-1-73 12-1-83	Township 27 N. Range 116 W. 6 thP.M. Sec. 2: Lots 5,6,7,8,S½N½, S½ Sec. 3: Lots 5,6,7,8,S½N½, S½ Sec.4: Lots 5,6,7,8, S½N½, S½ Sec. 5: Lots 5,6,7,8, S½N½, S½	2529.00
W-35002	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 8: E½ Sec. 9: All Sec. 10: All Sec. 11: All Sec. 15: W½	2560.00
W-35003	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 15: E½ Sec. 21: E½ Sec. 22: All Sec. 23: All Sec. 26: Lot 1, SW¼SE¼, N½SE¼, SW¼, N½	2559.68
W-35004	12-1-73 12-1-83	Township 27 N. Range 116 W. 6th P.M. Sec. 28: E½ Sec. 34: All	960.00
W-36893	11-1-72 11-1-82	Township 26 N. Range 115 W. , 6th P.M. Sec. 1: Lots 5,6,11,12,13,14,15,NW¼SE¼	320.16
W-37679	2-1-73 2-1-83	Township 22 N. Range 115 W. , 6th P.M. Sec. 7: E½W½, W½SE¼, SE¼SE¼ Sec.17: W½SW¼ Sec.19: N½NE¼, SE¼NE¼, NE¼NW¼, SE¼SW¼, NE¼SE¼, S½SE¼ Sec. 20: S½NE¼, NW¼, S½ Sec. 30: NE¼, E½NW¼, N½SE¼, SE¼SE¼ Sec. 32: All	2240.00

712

652

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-35026	9-1-72 9-1-82	Township 21 North, Range 119 West, 6th P.M. Section 1: Lots 5,6,7,8, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 12: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 13: All,	1679.76
W-35027	9-1-72 9-1-82	Township 20 North, Range 119 West, 6th P.M. Section 8: All, Section 17: All, Section 20: All, Section 29: $E\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$,	2520.00
W-35028	9-1-72 9-1-82	Township 20 North, Range 119 West, 6th P.M. Section 5: Lots 5,6,7, $S\frac{1}{2}$, Township 21 North, Range 119 West, 6th P.M. Section 24: All, Section 25: All,	1701.47
W-35029	7-1-72 7-1-82	Township 22 North, Range 118 West, 6th P.M. Section 6: Lots 8,9,10,11,12,13,14, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 18; Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 19: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	1897.38
W-35031	9-1-72 9-1-82	Township 21 North, Range 118 West, 6th P.M. Section 25: All,	640.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
	9-1-72	Township 23 N., Range 115 W. 6 th P.M.	799.83
W-36036	9-1-82	Tract 39- B, C, D, (Sec. 5) Tract 40- B, C, F, (Sec. 8) Tract 41- B, C, D, E, (Sec. 17) Tract 42-B, C, (Sec. 20) Sec. 19 : E½	
W-34501	2-1-73 2-1-83	Township 26 N, Range 115 W. 6 th P.M. Sec. 6: Lots 8,9,10,11, 14, 15 Twp. 26 N. Range 116 W. 6 th P.M. Sec. 1: Lots 5,6,7,8,9,10,11,12,13, SW¼NE¼ NW¼SE¼, NE¼SW¼., SW¼SW¼ Sec. 12: Lots 1,2,3,4,5, Sec. 13: Lots 1,2,3,4,5, SW¼SW¼ Sec. 24: Lots 1,2,3,4,5, W½ Sec. 25: Lots 1,2,3,4,5,6,7, NW¼, W½NE¼, N½SW¼, NW¼SE¼	2093.30
W-34502	2-1-73 2-1-83	Township 27 N. Range 115 W. 6 th P.M. Sec. 6: Lots 8 thru 14, S½NE¼, SE¼NW¼, E½SW¼, SE/4 Township 27 N. Range 116 W. 6th P.M. Sec. 1: Lots 5,6,9,10,11, SW¼NE¼ Sec. 12: Lots 1,2,3,4, W½E½, W½ Sec. 13: Lots 1,2,3,4, W½E½, W½ Sec. 25: Lots 1,2,3,4,5,6,7, NW¼,W½NE¼, N½SW¼, NW¼SE¼	2502.93
W-34510	10-1-72 10-1-82	Township 24 N. Range 115 W. 6 th P.M. Sec. 6: Lots 9 thru 20, 23 thru 31, SE/4 Sec. 7: NE¼ Township 25 N. Range 115 W. 6 th P.M. Section 30: Lots 3,4, E½SW¼, W/2SE/4 Section : 31: Lots 1,2,3,4,E½W½, E½	2037.57
W-34610	10-1-72 10-1-82	Township 24 N. , Range 115 W. 6 th P.M. Sec. 6: Lots 1 thru 7 Township 25 N. Range 115 W. 6 th P.M. Sec. 29: SE¼SW¼	411.25

654

655

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36895	12-1-73 12-1-83	Township 26 N. Range 116 W. 6th P.M. Section 22: E½ Section 27: E½	640.00
W-37314	12-1-72 12-1-82	Township 27 N. Range 115 W. 6th P.M. Section 29: Lots 1,2, N½, SW¼, W½SE¼ Section 32: Lots 1 thru 12, NW¼, N½S½	1281.52
W-39393	5-1-73 5-1-83	Township 27 N. Range 115 W. , 6th P.M. Section 4: S½SW¼, E½SE¼, NW¼SE¼ Section 9: N½SW¼	280.00

715

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36917	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 18: $SE\frac{1}{4}$, Section 19: Lots 5,6,10,11, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, Section 20: All, Section 21: All, Section 28: All,	2520.00
W-36918	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 29: Lots 1 through 10, $NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}$, Section 30: Lots 6,7,9,10,11,12,13,14,15,16,17, $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$, Section 31: Lots 6 through 14, $E\frac{1}{2}$, Section 32: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$, $W\frac{1}{2}$,	2163.36
W-36919	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 33: All,	640.00
W-36920	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 7: Lots 7,8, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 8: $S\frac{1}{2}$ Section 17: All, Section 18: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 19: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	2551.86
W-36921	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 20: All, Section 29: All, Section 30: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 31: Lots 5,6,7,8, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$,	2558.48

914

659

ROCK CREEK AREA
Exhibit "A"

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
Federal Leases			
W-36908	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 21: All, Section 27: $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 28: All, Section 33: E/2, E/2NW/4, S/2SW/4, NE/4SW/4 Section 34: $W\frac{1}{2}$,	2400.00
W-36909	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 4: Lots 5,6, $SE\frac{1}{4}$, Section 3: $SW\frac{1}{4}$, Section 9: $E\frac{1}{2}$, $SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Section 10: $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Section 15 All, Section 22: $W\frac{1}{2}$,	2560.09
W-36910	12-1-72 to 12-1-82	Township 23 North, Range 118 West, 6th P.M. Section 3: Lots 5,6,7,8, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, Township 24 North, Range 118 West, 6th P.M. Section 24: $E\frac{1}{2}SE\frac{1}{4}$, Section 25: Lots 1,2,3,4, $NW\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, Section 34: All, Section 35: All, Section 36: Lots 1,2,3,4,5, $W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,	2496.92
W-36911	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 22: All, Section 23: $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Section 24: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Section 26: $W\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Section 27: All,	2560.00

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36912	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 12: S½, Section 13: All, Section 14: All, Section 15: All, Section 24: N½,	2560.00
W-36913	12-1-72 to 12-1-82	Township 24 North, Range 118 West, 6th P.M. Section 3: Lots 5 through 16, S½, Section 10: All, Section 11: All, Section 12: N½,	2459.04
W-36914	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 6: Lots 8 through 22, 24, 25, Township 24 North, Range 118 West, 6th P.M. Section 1: Lots 5 through 16, S½, Section 2: Lots 5 through 16, S½,	2472.35
W-36915	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 6: SE¼, Section 7: Lots 8 through 16, NE¼NE¼, S½NE¼, N½SE¼, Section 8: All, Section 9: NW¼, W½NE¼, Section 5: Lots 5 through 16, S½	2462.40
W-36916	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 3: Lots 9, 10, 11, 12, 13, Section 4: Lots 5, 8 through 13, 17, 19, 20, 21, S½, Section 9: Lots 1 through 7, Tract 79, Lots 6,7,14,15,16,18,(Sec. 3 & 4) Section 10: Lot 1, Section 16: Lots 1 through 6, S½S½, Section 17: All, Section 18: Lots 5 through 16, S½NE¼,	2458.13

718

Lease Identification	Lease Date & Expiration	Description of Lands	Acreage
W-36922	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 9: $S\frac{1}{2}$, Section 10: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 15: $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, Section 22: $N\frac{1}{2}$, $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, Section 23: $NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, Section 24: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}$,	2520.00
W-36923	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 27: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Section 28: $NE\frac{1}{4}$, $S\frac{1}{2}$, Section 32: $NW\frac{1}{4}$, $S\frac{1}{2}$, Section 33: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$, Section 34: $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$	2280.00
W-36924	12-1-72 to 12-1-82	Township 25 North, Range 117 West, 6th P.M. Section 24: $SE\frac{1}{4}$, Section 25: All, Section 26: $E\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Section 35: $N\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$,	1720.00

FEDERAL ACREAGE TOTAL: 98,416.97